

**CITY OF ROCKY MOUNT
ROCKY MOUNT, NORTH CAROLINA**


**SPECIFICATIONS AND BID DOCUMENTS FOR
THE INSTALLATION OF THE
POD 4 SUBSTATION UPGRADES
ROCKY MOUNT, NORTH CAROLINA
BID # 320-280323AG**

ISSUED FOR BID

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ISSUED FOR BID


M. Winkler
04/18/2023

**Booth & Associates, LLC
Consulting Engineers
2300 Rexwoods Drive
Raleigh, NC 27607
Firm License No. F-0221**

REV 1 : Updated Issue Date : MJW : 4/18/23

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ROCKY MOUNT, NORTH CAROLINA**

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THE INSTALLATION OF THE
POD 4 SUBSTATION UPGRADES
ROCKY MOUNT, NORTH CAROLINA**

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REQUEST FOR PROPOSAL

Notice to Prospective Bidders

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NOTICE TO PROSPECTIVE BIDDERS

Proposals complete and conforming to the bid documents, as set forth in the Bid Schedule, will be received by **The City of Rocky Mount** of Rocky Mount, North Carolina (hereinafter referred to as the Owner) at the offices of the Purchasing Manager, City of Rocky Mount, 331 South Franklin St., Rocky Mount, NC 27804 on or before **4:00 PM, local time, Tuesday, May 2, 2023**. Any Proposal received after that time will be promptly returned to the Bidder unopened.

The Specifications, together with all necessary forms and other documents for the Bidder, may be obtained from the office of the Purchasing Manager, City of Rocky Mount, 331 South Franklin St., Rocky Mount, NC 27804 during regular office hours, which are 8:30 AM - 5:00 PM Monday through Friday; or from the Owner's website <https://rockymountnc.gov/services-finance-bids/>. Questions and comments can be submitted to Alicia Gaines (alicia.gaines@rockymountnc.gov). City of Rocky Mount reserves the right to reject any or all bids.

Proposals and all supporting instruments must be submitted on and in the format of the forms furnished in the *Form of Proposal* of these bid documents and may be delivered in a sealed envelope addressed to the Owner or emailed to Owner by sending to Alicia Gaines (alicia.gaines@rockymountnc.gov). Proposals must be filled in with indelible ink. No alterations or interlineations will be permitted unless made before submission and initialed and dated. Proposals may be hand delivered to the Purchasing Office at 331 South Franklin Street, Rocky Mount, NC 27804 or the First Floor Atrium.

Prior to the submission of the Proposal, the Bidder shall make and shall be deemed to have made a careful examination of the bid documents on file with the Owner and with the Engineer and of all other matters that may affect the cost and the time of the work.

The name and address of the Bidder, its license number (if a license is required by the State), and the following description must appear on the envelope in with the Proposal is submitted:

**"BID FOR THE INSTALLATION OF THE
POD 4 SUBSTATION UPGRADES
ROCKY MOUNT, NORTH CAROLINA
4:00 PM, LOCAL TIME, TUESDAY, MAY 2, 2023"**

A mandatory pre-bid site visit is tentatively scheduled for **THURSDAY, April 20, 2023, at 10:00 AM**, local time at **817 Greyson Road, Rocky Mount, NC 27804**. All construction under this Contract must be completed on or before **Friday, June 30, 2023**. The POD 4 energization date is tentatively scheduled for **August 25, 2023**.

Each Proposal shall be accompanied by cash, cashier's check, or certified check drawn on a bank insured with the Federal Deposit Insurance, payable to the Owner, in an amount not less than ten percent (10%) of the total bid as a guarantee that a Purchase Order, if awarded, will be accepted. In lieu thereof, a Bid Bond may be submitted by the Bidder in an amount not less than ten percent (10%) of the total bid (see attached Bid Bond form). The total bid price for which the ten percent (10%) applies shall be the total of all schedules.

The Owner reserves the rights to (1) waive minor irregularities or minor errors in any Proposal if it appears to the Owner that such irregularities or errors were made through inadvertence. Any such irregularities or errors so waived must be corrected on the Proposal prior to its acceptance by the Owner; (2) reject any or all Proposals and to hold any or all Proposals for a period of sixty (60) days from the date of opening thereof; (3) accept the bid, in its opinion, that represents the best value for the Owner, regardless of whether such bid is the lowest price; and (4) award Contracts to Bidder(s) for any Schedule(s) individually or collectively from the Bid Schedules.

CITY OF ROCKY MOUNT
ROCKY MOUNT, NORTH CAROLINA

By: Alicia Gaines
Purchasing Associate III

Date: April 18, 2023

BID DATES SCHEDULE
City of Rocky Mount, NC
BID No. 320-280323AG
POD 4 Substation Upgrades

No.	Item	Description
1	Bid Issue Date:	Tuesday, April 18, 2023
2	Owner's Contact on Bid:	Name: Alicia Gaines Phone: (252) 972-1227 Email: alicia.gaines@rockymountnc.gov
3	Site Visit Date:	Thursday, April 20, 2023
4	Address for submission of clarification requests on Bid Documents: Or Email to: alicia.gaines@rockymountnc.gov	City of Rocky Mount 331 South Franklin Street Rocky Mount, NC 27804 Or Email to: alicia.gaines@rockymountnc.gov
5	Deadline for submission of questions and clarification requests on Bidding Documents:	4:00 PM Tuesday, April 25, 2023
6	Deadline for the City to respond to submitted questions	4:00 PM Thursday, April 27, 2023
7	Bid Closing Date and Time (Local Time):	4:00 PM Tuesday, May 2, 2023
8	Bid Submission Address, by Hand Delivery: Bid Submission Address, by Mail:	City of Rocky Mount 331 South Franklin Street Rocky Mount, NC 27804 Or PO Box 1180 Rocky Mount, NC 27802-1180
9	Bids received after the "Bid Closing Date and Time":	Shall not be accepted and shall be returned closed to the bidder.
10	Bid Opening Date & Time (Local Time):	NA
11	Bid Opening Location:	NA
12	Validity of Bids:	Bids shall be valid for a period of 60 days after the Bid Closing Date.
13	Validity of Bid Security:	The Bid Security shall be valid for 60 days beyond the validity date of the Bid.
14	Delivery Date:	Friday, June 30, 2023
15	Performance Bond:	Required
16	Warranty/Guaranty Period:	2 years

Bid updates can be found at the City website at <https://rockymountnc.gov/services-finance-bids/>

***Final Submissions cannot be submitted electronically and must be delivered to the purchasing office as described on page N-1**

DEFINITIONS

Whenever the following terms or pronoun in place of them are used in these *Instructions to Bidders, Form of Proposal, Technical Specifications*, "Contract", bond, etc., the intent and meaning shall be interpreted as follows:

Owner	City of Rocky Mount Rocky Mount, North Carolina
Purchasing Associate III	Alicia Gaines
Consulting Engineer	Booth & Associates, LLC
Observer	An authorized representative of the Owner assigned to make any or all necessary observations of work performed and equipment and/or apparatus furnished by the Bidder.
Bidder	Any individual, firm, or corporation submitting a Proposal for the work contemplated, acting directly or through a duly authorized representative; or party of the second part of the Contract, acting directly or through a duly authorized representative.
Subcontractor	An individual, firm, or corporation who contracts with the Bidder to perform part of the latter's Contract.
Surety	The body, corporate or individual, approved by the Owner, which is bound with and for the Bidder who is primarily liable, and which engages to be responsible for his acceptable performance of the work for which he has contracted.
Form of Proposal, Proposal	The approved, prepared form on which the Bidder is to submit or has submitted his Proposal for the work contemplated.
Bid Security	To all bids there shall be attached cash, cashier's check, or certified check from the Bidder upon a bank or trust company insured by the Federal Deposit Insurance Corporation or in lieu thereof, a Bid Bond.
Plans, Drawings	All Drawings or reproductions of Drawings pertaining to the construction under the Contract.
Technical Specifications	The directions, provisions, and requirements contained herein pertaining to the method and manner of performing the work or to the quantities and qualities of materials to be furnished under the Contract.
Contract	The agreement covering the furnishing of equipment and/or apparatus and the performance of the work. The Contract shall include the <i>Instructions to Bidders, General Conditions, Form of Proposal, Plans, Technical Specifications</i> , and Acknowledgments.

Performance Bond

The approved form of security to be approved by the Owner furnished by the Bidder and his Surety as a guarantee of good faith on the part of the Bidder to accept the work in accordance with the terms of the Specifications and Contract.

Payment Bond

The approved form of security to be approved by the Owner, furnished by the Bidder and his Surety as a guarantee for payment of all Subcontractors on the part of the Bidder in acceptance of the work in accordance with the terms of the Specifications and Contract.

Work

The performance of the project covered by the Specifications or the furnishing of labor, machinery, equipment, tools, or any other article or item being purchased by the Owner.

Emergency

A temporary unforeseen occurrence or combination of circumstances which endangers life and property and calls for immediate action or remedy.

Work at Site of Project

Work to be performed, including work normally done on the location of the project.

Bid Documents

Include all sections of the *Request for Bids, Form of Proposal, Technical Specifications and Appendices, Addendum/Clarifications/Bulletins*, and Drawings.

The subheadings in these Specifications are intended for convenience or reference only and shall not be considered as having any bearing on the interpretations thereof.

INSTRUCTIONS TO BIDDERS

1.0 Bidder Qualification

- 1.1 Bids will be accepted only from Bidders deemed by the Owner or the Engineer to be qualified to provide the materials, equipment, and services described by these Specifications. The experience of Bidders in providing the same or similar materials, equipment, and services will be a major factor in determining qualification. The Bidder shall include information to establish qualifications.
- 1.2 Prospective Bidders who wish to submit a bid, but are not presently qualified, may receive consideration by submitting a completed Bidder's Qualification Form, which requires product line and user list, to the Engineer at least ten (10) days prior to the specified bid opening date and time. The Bidder's Qualification Form may be obtained from the Engineer.

2.0 Proposals

- 2.1 Only those Proposals made in accordance with these instructions will be considered.
- 2.2 Bids not received on Booth & Associates, LLC, *Form of Proposal* contained herein will be considered unresponsive. The forms shall be filled out completely; any omissions may cause the entire Proposal to be rejected.
- 2.3 Proposals must be made on the *Form of Proposal* provided herein and must not be altered, erased, or interlined in any manner. The Bidder shall fill in the *Form of Proposal* as detailed in the *Terms and Conditions*. The Bidder may retain one (1) copy, but the fully executed original must be inserted in or attached to the bid documents. Also, one (1) additional copy of all executed forms and supporting information shall be supplied.
- 2.4 Proposals must be enclosed in a sealed envelope, addressed to the Owner. The outside of the envelope must be marked as required in the *Notice to Prospective Bidders* and the Bidder's name, bid opening date and time and the Bidder's license number shall be shown thereon.
- 2.5 Additional copies of these Specifications may be obtained upon request from the Engineer by approved Bidders upon payment of a fifty dollar (\$50.00) non-refundable fee per copy.
- 2.6 Proposals shall include a *Form of Exceptions* utilizing forms provided which shall itemize each exception from the Specifications. The *Form of Exceptions* shall state the section, subsection, and paragraph designations from the part of the Specifications to which exception is taken and explain in detail the nature of the exception. A copy of this *Form of Exceptions* is included in the *Form of Proposals*. Exceptions will not necessarily eliminate a Bidder from consideration, even if bids without exceptions are received from others. The treatment of exceptions will be based entirely on the overall best interests of the Owner.
- 2.7 Modifications to bids must be by removal of the Bidder's original bid and the submittal of a completely revised bid package in full compliance with the Drawings, Specifications, and bid documents. This is required prior to the time of opening bids. No verbal or telephonic Proposals will be accepted.
- 2.8 Should the Bidder find discrepancies in or omissions from the Drawings or bid documents, or should he be in doubt as to their meaning, he shall immediately notify the Engineer who will send written instructions to all Bidders. Neither the Owner nor the Engineer will be responsible for any verbal instructions. If Plans and Specifications are found to disagree after Contract is awarded, the Engineer shall be the judge as to what was intended. The successful Bidder is hereby made responsible for the furnishing of the necessary labor, tools, and equipment reasonably inferred or evidently necessary for the proper execution and completion of the work; for any additional work involved in the correction of apparent errors or inconsistencies and in executing the true intent and meaning of the Drawings and Specifications as interpreted by the Engineer. All such labor and equipment shall be provided at the Contractor's expense and under no condition will any such labor and equipment be allowed as an extra.

- 2.9 If, within 24 hours after bids are opened, any Bidder files a duly signed written notice with the Owner and promptly thereafter demonstrates to the reasonable satisfaction of the Owner that there was a substantial mistake in the preparation of its bid, that Bidder will not be permitted to modify its bid, but may withdraw its bid in its entirety, and the Bid Security will be returned. Thereafter, the Bidder will be disqualified from further bidding on the installation of the project herein specified.

3.0 Payment

- 3.1 The successful Bidder shall submit one monthly invoice within fifteen (15) calendar days following the end of each month in which work was performed.
- 3.2 Invoices shall be submitted in triplicate to Accounts Payable, City of Rocky Mount for review and approval. The address for submittal of all invoices is: City of Rocky Mount, Attn: Accounts Payable, PO Box 1180, Rocky Mount, NC 27802.
- 3.3 Payment amounts will be made on a NET 30-day period upon submission of an invoice and appropriate pick tickets to support such invoice.
- 3.4 There shall be a ten percent (10%) retainage on invoices until all equipment, with proper instruction books per Specifications, and certified test reports have been approved and accepted by the Owner and the Engineer. The Owner reserves the right to hold this retainage for a period of up to ninety (90) days without penalty to verify completeness of delivery. Deviation from the foregoing payment provisions will be considered less than responsive.

4.0 Bid Security

- 4.1 Each Proposal shall be accompanied by a cashier's check or certified check drawn on a bank or trust company insured by the Federal Deposit Insurance Corporation, or a Bid Bond in an amount equal to not less than ten percent (10%) of the total amount of the Proposal; said deposit to be retained by the Owner as Liquidated Damages in event of failure of the successful Bidder to execute the Contract within ten (10) days after the award.
- 4.2 Bid Bond shall be conditioned that the Surety will upon demand forthwith make payment to the Obligee upon said Bond if the Bidder fails to execute the Contract in accordance with the Bid Bond, and upon failure to immediately make payment, the Surety shall pay to the Obligee an amount equal to double the amount of said Bond. Standard Form of Bid Bond is included in these Specifications.
- 4.3 Only one (1) bid Surety is required, the amount of which shall be based on the total amount of all Bid Schedules.

5.0 Bulletins and Addenda

Any bulletins issued during the time of bidding or addenda to the Specifications are to be considered covered in the Proposal, and in executing a Contract will become a part thereof. Receipt of addenda shall be acknowledged by the Bidder in the *Form of Proposal*.

6.0 Award of Contract

- 6.1 The award of the Contract will be made as soon as practical. The Owner reserves the right to reject any and all bids. The Owner reserves the right to accept any bid and is not bound to award the Contract to the Bidder with the lowest cost.
- 6.2 The Owner reserves the right to waive minor irregularities or minor errors in any Proposal if it appears to the Owner that such irregularities or errors were made through inadvertence. Any such irregularities or errors so waived must be corrected on the Proposal prior to its acceptance by the Owner.
- 6.3 In estimating the lowest cost to the Owner as one (1) of the factors in deciding the award of the Contract, the Owner will consider, in addition to the prices quoted in the Proposal, the following:

- 6.3.1 Completion date
- 6.3.2 Adherence to the Plans and Specifications
- 6.3.3 Contractor capabilities, crew experience, and past performance
- 6.3.4 Conditional quotations (Only firm fixed prices in U.S. dollars)
- 6.3.5 Any additional factors deemed appropriate by the Owner
- 6.4 In the event the Bidder proposes any change or deviation from the Engineer's Plans and Specifications, such proposed changes or deviations must be submitted at the time bids are opened on the *Form of Exceptions* included. The Owner reserves the right to reject any proposed changes or deviations. All exceptions must be stated on the *Form of Exceptions*. Failure to provide a *Form of Exceptions* with the Proposal shall imply strict adherence to all details of the Plans and Specifications.
- 6.5 The Contract, when awarded, shall be deemed to include the Specifications for the equipment, and the Bidder shall not claim any modification thereof resulting from any representative or promise made at any time by any officer, agent, or employee of the Owner or by any other person.

7.0 Performance and Payment Bonds

- 7.1 The successful Bidder shall be required to furnish separate Performance and Payment Bonds executed on the forms bound herein in amounts at least equal to one hundred percent (100%) of the Contract price as security for the faithful performance of this Contract and as security for the payment of all persons performing labor and furnishing materials and equipment in connection with this Contract.
- 7.2 Performance and Payment Bonds shall be with a Surety company authorized and licensed to do business in the State of North Carolina and shall be for the full Contract sum.

8.0 Examination of Conditions

Prior to the submission of the Proposal, the Bidder shall make and shall be deemed to have made a careful examination of the Plans and Specifications on file with the Owner and with the Engineer as well as all other matters that may affect the cost and the time of completion of the work.

9.0 Subcontractors

The Bidder shall include in the Proposal a listing of all subcontractors (if any) and their respective support services to be utilized during the course of the project. All subcontractors will be subject to approval by the Owner and Engineer.

10.0 Completion

- 10.1 The award of this Contract shall be issued as soon as possible, after the bid opening, by issuance of written Contract to the Contractor by the Owner. Work on the projects shall begin within fifteen (15) days after award of Contract.
- 10.2 The starting date for the projects' on-site activities can begin as soon as practical after award of bid.
- 10.3 Time for completion shall be extended for delays due to bad weather days or other special cases with the written consent of the Owner and/or Engineer.
- 10.4 All construction under this Contract must be completed on or before the completion date stated in the *Notice to Prospective Bidders*.
- 10.5 The Contractor shall include in the Proposal a project construction schedule using the completion date above, indicating each major construction activity with duration and the total number of calendar days of construction time he proposes to perform his work based on the above completion date.

11.0 Liquidated Damages

Time is of the essence, and it is critical that the work be performed on schedule and that time is allowed for the completion of the work in the Contract Agreement included herewith. Damages for delay shall be at the rate of five hundred dollars (\$500.00) per calendar day for failure of the Contractor to complete the work within the Construction Schedule. No credit shall be given for early completion of the work.

12.0 Bids to be Retained

No bid may be withdrawn after the scheduled closing time for the receipt of bids for a period of sixty (60) days pending the execution of a Contract by the successful Bidder. Should the successful Bidder default and not execute a Contract, the Contract will be offered to the next lowest responsible Bidder.

13.0 Delivery Location

The prices quoted shall include delivery of any Contractor-furnished materials and equipment to the project site as well as complete installation of said materials and equipment and installation of the Owner-furnished materials. The location of the station is 817 Greyson Road, Rocky Mount North Carolina 27804.

14.0 Form of Proposal

Those bids not received on the Booth & Associates, LLC, *Form of Proposal* contained herein will be considered unresponsive. The forms shall be filled out completely. Any omissions may cause the entire Proposal to be rejected.

15.0 Contractor's Insurance

15.1 General Liability

Commercial General Liability Insurance, (with coverage consistent with ISO Form CG 00 01 12 07 or its equivalent) with a limit of not less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) per project or per location general aggregate, and a deductible or self-insured retention not to exceed twenty-five thousand dollars (\$25,000) per occurrence, covering liability for bodily injury and property damage arising from premises, operations, independent contractors, personal injury/advertising injury, contractual liability, and products/completed operations for not less than two (2) years from the Substantial Completion Date.

15.2 Automobile Liability

Commercial Automobile Liability Insurance, including coverage for liability arising out of the use of owned (if any), non-owned, leased, or hired automobiles, for both bodily injury and property damage in accordance with Applicable Legal Requirements, with a limit of not less than one million dollars (\$1,000,000) combined single limit per occurrence.

15.3 Workers Compensation

Worker's Compensation Insurance, with statutory limits, covering all of Subcontractor's employees, on *Terms and Conditions* as required by applicable Law and imposed by worker's compensation, occupational disease, or similar laws, including the Longshore and Harbor Workers' Act, the Federal Employers' Liability, and the Jones Act, if applicable.

15.4 Employers Liability

Employers' Liability Insurance with limits of not less than one million dollars (\$1,000,000) each accident for bodily injury by accident, one million dollars (\$1,000,000) each employee for bodily injury by disease, and one million dollars (\$1,000,000) policy limit.

15.5 Umbrella Liability

Subcontractor must provide an Umbrella form (not Excess Liability form) that provides additional liability for underlying General Liability, Auto Liability, and Employer Liability.

15.5.1 Level 1 Contracts (Contract Value \$200,000 to \$499,999) - \$1,000,000

15.5.2 Level 2 Contracts (Contract Value \$500,000 to \$999,999) - \$3,000,000

15.5.3 Level 3 Contracts (Contract Value \$1,000,000 & up)- \$5,000,000

15.6 Additional Requirements

15.6.1 To the extent permitted by applicable Laws, all above-mentioned insurance policies shall provide the following:

15.6.2 Be primary and non-contributory to any other liability insurance carried by the Owner.

15.6.3 Contain cross-liability coverage as provided under standard ISO Forms' separation of insureds clause (except for the Workers' Compensation policy).

15.6.4 Provide for a waiver of all rights of subrogation which Subcontractor's insurance carriers might exercise against Indemnified Parties.

15.6.5 Any Excess or Umbrella liability coverage will not require contribution before it will apply.

15.6.6 Include coverage for Subcontractors with no exclusion of coverage for failure to comply with any Subcontractor Warranty Endorsements.

1) The *General and Automobile Liability Insurance* referenced above shall be endorsed to include the following:

15.6.7 The Owner and Facility Lenders including the directors, officers, Affiliates, agents, representatives, employees, subsidiaries, successors, and assigns of each ("Additional Insureds") shall be named Additional Insured. The general liability policy shall be endorsed using the ISO Form CG 2010 07 04 and CG 2037 07 04 or their equivalent.

15.6.8 The coverage afforded Additional Insureds shall be primary with respects to any claims, losses, damages, expenses, or liabilities arising out of, relating to in any way, or incident to the work or any activities of Subcontractors at the Site, regardless of whether instituted against Owner alone or jointly with the Subcontractors or others, and noncontributing with any other insurance maintained by Additional Insureds.

15.6.9 Additional Insureds shall be given (i) thirty (30) days' advance written notice of cancellation or non-renewal of the policy by the Contractor (other than for non-payment of premium) and (ii) ten (10) days' notice for cancellation due to non-payment of premium.

16.0 Contractor's License

16.1 In accordance with the State of North Carolina General Statutes, Contractors performing work of this caliber in the State must be licensed to do so. A current copy of the Contractor's State of North Carolina Board for General Contractor's License must be submitted with this Proposal in the *Form of Proposal*. Additionally, a valid license must be maintained during the course of the work.

16.2 Contractor represents and warrants that it is fully experienced in projects of the nature, scope, and magnitude of the work, properly qualified, registered, licensed, equipped, organized, and financed to perform the work.

GENERAL CONDITIONS*

1.0 Drawings and Specifications

The Drawings and Specifications are complementary, one to the other. That which is shown on the Drawings or called for in the Specifications shall be as binding as if it were both called for and shown. The intention of the Drawings and Specifications is to include all labor, materials, transportation, equipment, and any and all other items necessary to do a complete job which may include manufactured items and field service assistance. In case of discrepancy or disagreement in the Contract, the order of precedence shall be: Contract, Specifications, Drawings.

2.0 Clarifications and Detailed Drawings

In such cases where the nature of the work requires clarification by the Engineer, such clarification shall be furnished by the Engineer with reasonable promptness by means of written instructions, Detail Drawings, or both. Clarifications and Drawings shall be consistent with the intent of Contract documents and shall become a part thereof.

3.0 Change in Drawings and/or Specifications

The Owner, or the Engineer on behalf of the Owner, may make changes to Drawings and/or Specifications after award of the Contract or while construction is in progress. Compensation for such changes shall be agreed upon in writing between the Contractor and the Owner prior to commencement of work involving the change. No payment shall be made to the Contractor for correcting work not in compliance with Specifications. Once the change of work has been agreed upon between all parties, the Engineer will initiate a change order.

Upon request, records of conditions above and below ground, water records, or other observations which may have been made by or for Owner shall be made available to Contractor for its information. Site subsurface conditions which differ materially from the results reasonably indicated in any reports furnished by Owner or undertaken by Contractor shall be deemed to be changed work.

Except as otherwise set forth in the Contract, all loss or damage to Contractor arising out of the work or from the action of the elements, or from any unforeseen circumstance in the prosecution of the work including inefficiencies or claims of inefficiencies, shall be sustained and borne by Contractor at its own cost and expense.

4.0 Copies of Bid Documents

The Owner will furnish free of charge to each pre-qualified Bidder one (1) copy of bid documents. Additional sets of these Specifications for approved Bidders and sets for Bidders seeking approval may be obtained upon request to the Engineer for a non-refundable payment of fifty dollars (\$50.00) per set.

5.0 Working Drawings and Specifications at the Job Site

Contractor shall maintain, in readable condition at his office, one (1) complete set of as-built working Drawings and Specifications for his work. Such Drawings and Specifications shall be available for use by the Engineer or Owner. During the course of construction, the Contractor will work diligently to keep the Owner abreast of electric system conditions, so as not to interfere with normal or emergency operations. Field redline markups of all installed materials and equipment shall be maintained by the Contractor and provided to the Owner at the close of construction. A ten percent (10%) retainage will be held until such Drawings are provided.

6.0 Ownership of Drawings and Specifications

All Drawings and Specifications are instruments of service and remain the property of the Engineer whose name appears thereon. The use of these instruments on work other than this Contract without permission is prohibited. All copies of Drawings and Specifications other than Contract copies shall be returned to the Engineer upon request after completion of the work.

7.0 Materials, Equipment, and Employees

- 7.1 The Contractor shall, unless otherwise specified, supply and pay for all labor, equipment, transportation, tools, apparatus, lights, heat, sanitary facilities, water, and incidentals necessary for the entire proper and substantial completion of his work. The Contractor shall install, maintain, and remove all equipment for the construction and shall be responsible for the safe, proper, and lawful construction, maintenance, and use of them. The Contractor shall construct, in the best and most workmanlike manner, a complete job and everything incidental thereto, as shown on the Plans, stated in the Specifications, or reasonably implied there from, all in accordance with the Contract documents. Some of the major material items required for the work will be furnished by the Owner as outlined in the *Technical Specifications*. **All other necessary materials are to be furnished by the Contractor as outlined in the *Technical Specifications*.**
- 7.2 The Contractor shall not reuse any “removed” materials in the completion of this project unless indicated as a transfer unit on the construction Drawings. Materials damaged or lost during construction of the work due to carelessness of the Contractor’s personnel shall be replaced in kind by the Contractor at no cost to the Owner.
- 7.3 If at any time during the construction and completion of the work covered by these Specifications, the conduct of any workman of the various crafts is adjudged ungentlemanly and a nuisance to the Owner or the Engineer, or if any workman is considered incompetent or detrimental to the work, the Contractor shall order such parties to be immediately removed from the grounds.
- 7.4 Any superintendent or foreman of the Contractor who ignores or refuses to follow written instructions of the Owner, the Engineer, or his representative at the site shall be immediately removed and replaced.
- 7.5 The Contractor shall ensure that he has sufficient crew compliments at all times, both in terms of numbers and experience of personnel to perform work tasks safely, both for workers and the general public. Any instance noted to the contrary of this requirement may result in the complete shutdown of work on the project.

8.0 Royalties, Licenses, and Patents

It is the intention of the Contract documents that the work covered herein will not constitute in any way on an infringement on any patent whatsoever. The Contractor shall protect and save harmless the Owner against suit on account of alleged or actual infringement. The Contractor shall pay all royalties and/or license fees required on account of patented articles or processes, whether the patent rights are evidenced hereinafter.

9.0 Indemnification

- 9.1 To the fullest extent permitted by Laws and Regulations, the Contractor shall indemnify and hold harmless the Owner, Engineer, and Engineer’s Consultants and the officers, directors, employees, agents, and other consultants of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of Engineers, architects, attorneys, and other professionals and all court, arbitration, or other dispute resolution costs) caused by, arising out of, or resulting from the performance of the work, provided that any such claim, cost, loss, or damage: (a) is attributable to bodily injury, sickness, disease, or death, or injury to or destruction of tangible property (other than the work itself), including the loss of use resulting there from, and (b) is caused in whole or in part by any negligent act or omission of Contractor, any Subcontractor, any Supplier, any person or organization directly or indirectly employed by any of them to perform or furnish any of the Work or anyone for whose acts any of them may be liable, regardless of whether or not caused in part by any negligence or omission of a person or entity indemnified hereunder or whether liability is imposed upon such indemnified party by Laws and Regulations regardless of the negligence of any such person or entity.

- 9.2 In any and all claims against the Owner, the Engineer, or any of their respective consultants, agents, officers, directors, or employees by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, any person or organization directly or indirectly employed by any of them to perform or furnish any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under paragraph 9.1 shall not be limited in any way by any limitations on the amount or type of damages, compensation or benefits payable by or for Contractor or any such Subcontractor, Supplier or other person or organization under workers' compensation acts, disability benefit acts, or other employee benefit acts.
- 9.3 The indemnification obligations of Contractor under paragraph 9.1 shall not extend to the liability of Engineer and Engineer's Consultants, officers, directors, employees, or agents caused by the professional negligence, errors, or omissions of any of them.

10.0 Surveys

Unless otherwise specified, the Owner, through their Engineer, will furnish all surveys and locations for locating the principal component parts of the work. Stakes missing at the time of construction will be replaced within a reasonable amount of time after notification by the Contractor.

11.0 Uncorrected Faulty Work

The Contractor shall be notified of faulty or damaged work and shall have the option to respond in a reasonable period of time. Should the correction of faulty or damaged work be considered inadvisable or inexpedient by the Owner or the Engineer, the Owner shall be reimbursed by the Contractor for the same by a deduction in the Contract prices arrived at by a fair estimate of the probable cost of correction, approved by the Engineer.

12.0 Delays and Extension of Time

- 12.1 The Contractor, upon notice of award of Contract, shall prepare a construction schedule based on the allowed time and shall submit such schedule to the Engineer for approval. A Pre-Construction Conference will be scheduled for all parties concerned. All construction must be completed by the completion date stated on the *Notice to Prospective Bidders* page.
- 12.2 If the Contractor is delayed at any time in the progress of the work by any act of negligence by the Owner or the Engineer, by any separate Contractor employed by the Owner, or by changes ordered in the work, then the time of completion shall be extended for such reasonable time as the Engineer may decide.
- 12.3 No extension of time for completion will be made for ordinary delays and accidents. Extensions may be granted for delays ordered by the Owner or the Engineer if the request has been made in writing within forty-eight (48) hours after the order to cease work has been given.

13.0 Liquidated Damages

Time is of the essence, and it is critical that the work be performed on schedule and that time is allowed for the completion of the work in the Contract Agreement included herewith. Damages for delay shall be at the rate of five hundred dollars (\$500.00) per calendar day for failure of the Contractor to complete the work within the Construction Schedule. No credit shall be given for early completion of the work.

14.0 Correction of Work Before Final Payment

- 14.1 Any work, materials, or other parts of the work which have been condemned or declared not in accordance with the Contract by the Owner or the Engineer shall be removed from the work site by the Contractor and shall be immediately replaced by new work in accordance with the Contract at no additional cost to the Owner. Work or property of others or the Owner damaged or destroyed by virtue of such faulty work shall be made good at the expense of the Contractor whose work is faulty.

14.2 Correction of condemned work described above shall commence within twenty-four (24) hours after receipt of notice from the Owner or the Engineer and shall be pursued to completion.

14.3 Final payment will not be made until certificates of the Engineer have been duly issued.

15.0 Correction of Work AFTER Final Payment

Neither the final certificate, final payment, acceptance of the premises by the Owner, any provision of the Contract, nor any other act or instrument of the Owner or Engineer shall relieve the Contractor from responsibility for negligence, or faulty materials or workmanship, or failure to comply with the Drawings and Specifications. He shall correct or make good any defects due thereto and repair any damage resulting there from which may appear during the period of the guarantee following final acceptance of the work by the Owner. The Owner will report any defects as they may appear to the Engineer who will give the instructions for a time limit for completion of corrections to the Contractor.

16.0 The Owner's Right to Perform Work

The Owner may perform or have performed by others work which is described in the Specifications to be performed by the Contractor, due to early delivery of equipment prior to the execution of this Contract. Upon the execution of the Contract, the work performed will be deducted from the Contractor's price by the unit price set forth in the *Form of Proposal*.

If during the progress of the work or during the period of guarantee, the Contractor fails to execute the work properly or to perform any provision of the Contract, the Owner, after five (5) days' written notice to the Contractor from the Engineer or the Owner, may perform or have performed that portion of the work and may deduct the cost thereof from any amounts due or to become due the Contractor, such action and cost of same having been first approved by the Engineer. Should the cost of such action of the Owner exceed the amount due or to become due to the Contractor, then the Contractor, his Surety, or both shall be liable for and shall pay to the Owner the amount of said excess.

17.0 Contractor's Affidavit

The final payment of retained amount due the Contractor on account of the Contract shall not become due until the Contractor has furnished to the Owner, with a copy to the Engineer, an affidavit signed, sworn, and notarized to the effect that all payments for materials, services, or any other reason in connection with his Contract have been satisfied and that no claims or liens exist against the Contractor in connection with this Contract. In the event that the Contractor cannot obtain similar affidavits from Subcontractors to protect the Contractor and the Owner from possible liens or claims against the Subcontractor, the Contractor shall state in his affidavit that no claims or liens exist against any Subcontractor to the best of his (the Contractor's) knowledge and if any appear afterwards, the Contractor shall save the Owner harmless on account thereof.

18.0 Assignments

The Contractor shall not assign any portion of this Contract nor subcontract it in its entirety. Except as may be required under terms of the Payment and/or Performance Bond, no funds, or sums of money due or to become due to the Contractor under this Contract may be assigned.

19.0 Guarantee

The Contractor shall guarantee his work against defect due to faulty workmanship or negligence for a period of two (2) years following final acceptance of the work. He shall make good such defective workmanship and any damage resulting therefrom without cost to the Owner.

20.0 Engineer's Status

The Engineer has authority to stop the work whenever such stoppage may be necessary to ensure the proper execution of the Contract. He shall also have authority to reject all work and materials which do not conform to the Contract, to direct the application of forces to any portion of the work as in his judgment is required, to order the forces increased or diminished, and to decide questions which arise in the execution of the work.

The Engineer is the interpreter of the conditions of the Contract and the judge of its performance; he shall use his powers under the Contract to enforce its faithful performance.

21.0 Engineer's Decisions

The Engineer shall, within a reasonable time after their presentation to him, make decisions on all claims of the Contractor and on all other matters relating to the execution and progress of the work or the interpretation of the Contract documents. All such decisions by the Engineer shall be final.

22.0 Right-Of-Way

The Owner will obtain all easements and/or rights-of-way required for the project.

23.0 Accidents

The Contractor shall provide at the site such equipment and medical facilities as are necessary to supply first-aid service to anyone who may be injured in connection with the work. The Contractor will provide a written report to the Owner of all accidents within twenty-four (24) hours of the event.

24.0 Equal Employment Opportunity

During the performance of this Contract, the Contractor agrees as follows:

- 24.1 The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, political affiliation or belief, age, or physical handicap. The Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to race, color, religion, sex, national origin, political affiliation or belief, age, or physical handicap. Such action shall include but not be limited to the following employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship. The Contractor agrees to post in conspicuous places available to employees and applicants for employment notices setting forth the provisions of the nondiscrimination clause.
- 24.2 The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, political affiliation or belief, age, or physical handicap.
- 24.3 The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement, other Contract, or other understanding, a notice advertising the labor union or workers' representative of the Contractor's commitments under the Equal Employment Opportunity Section of this Contract and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- 24.4 In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of such rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Owner contracts.

*Commercial Clauses in the City of Rocky Mount's General Terms and Conditions that conflict with other clauses in this bid document shall not be applicable.

GENERAL TERMS & CONDITIONS

1. **PERFORMANCE AND DEFAULT:** If, through any cause, Contractor shall fail to fulfill in timely and proper manner the obligations under The Contract, the City shall have the right to terminate The Contract by giving written notice to the Contractor and specifying the effective date thereof. In that event, any or all finished or unfinished deliverable items under The Contract prepared by the Contractor shall, at the option of the City, become its property, and the Contractor shall be entitled to receive just and equitable compensation for any acceptable work completed as to which the option is exercised. Notwithstanding, Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of The Contract, and the City may withhold any payment due the Contractor for the purpose of setoff until such time as the exact amount of damages due the City from such breach can be determined. The City reserves the right to require at any time a performance bond or other acceptable alternative performance guarantees from a Contractor without expense to the City.

In the event of default by the Contractor, the City may procure the goods and services necessary to complete performance hereunder from other sources and hold the Contractor responsible for any excess cost occasioned thereby. In addition, in the event of default by the Contractor under The Contract, or upon the Contractor filing a petition for bankruptcy or the entering of a judgment of bankruptcy by or against the Contractor, the City may immediately cease doing business with the Contractor, immediately terminate The Contract for cause, and may take action to debar the Contractor from doing future business with the City.

2. **GOVERNMENTAL RESTRICTIONS:** In the event any Governmental restrictions are imposed which necessitate alteration of the material, quality, workmanship or performance of the goods or services offered prior to their delivery, it shall be the responsibility of the Contractor to notify the Contract Lead at once, in writing, indicating the specific regulation which required such alterations. The City reserves the right to accept any such alterations, including any price adjustments occasioned thereby, or to cancel the Contract.
3. **AVAILABILITY OF FUNDS:** It is understood and agreed between Contractor and the City that the City's payment obligation under this Contract is contingent upon the availability of appropriated funds from which payment for Contract purposes can be made.
4. **TAXES:** Contractor shall pay all federal, state, and FICA taxes for all employees participating in the provision of services under this Contract.
5. **SITUS AND GOVERNING LAWS:** This Contract is made under and shall be governed and construed in accordance with the laws of the State of North Carolina, without regard to its conflict of laws rules, and within which State all matters, whether sounding in Contract or tort or otherwise, relating to its validity, construction, interpretation and enforcement shall be determined.
6. **PAYMENT TERMS:** Payment terms are Net not later than 30 days after receipt of correct invoice or acceptance of goods, whichever is later. The using Department is responsible for all payments to the Contractor under the Contract. For services the Contractor shall submit to the City monthly invoices itemized by service provided, the number of hours worked and by whom, the date(s) that services were provided, and the amount owed, along with any supporting documentation that may be requested in advance by the City. Such invoices shall be submitted within thirty (30) days of the rendering of services. The City shall process payments to Contractor within thirty (30) days of submission of such invoices. Invoices should be sent to City of Rocky Mount, Attn: Accounts Payable, PO Box 1180, Rocky Mount, NC 27802-1180, for review and approval.
7. **EQUAL OPPORTUNITY CLAUSE:**

- a. The non-discrimination clause contained in Section 202 (Federal) Executive Order 11246, as amended by Executive Order 11375, relative to equal employment opportunity for all persons without regard to race, color, religion, sex or national origin, and the implementing rules and regulations prescribed by the secretary of Labor, are incorporated herein.
 - b. The Contractor(s) agree not to discriminate against any employee or applicant for employment because of physical or mental disabilities in regard to any position for which the employee or applicant is qualified. The Contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified individuals with such disabilities without discrimination based upon their physical or mental disability in all employment practices.
8. **CONDITION AND PACKAGING:** Unless otherwise provided by special terms and conditions or specifications, it is understood and agreed that any item offered or shipped has not been sold or used for any purpose and shall be in first class condition. All containers/packaging shall be suitable for handling, storage or shipment.
9. **INTELLECTUAL PROPERTY WARRANTY:**
 - a. Contractor warrants that:
 - i. Performance under The Contract will not infringe upon any intellectual property rights of any third party; and
 - ii. There are no actual or threatened actions against the Contractor arising from, or alleged under, any intellectual property rights of any third party;
 - b. Should any deliverables supplied by Contractor become the subject of a claim of infringement of a patent, copyright, trademark or a trade secret in the United States, the Contractor, shall at its option and expense, either procure for the City the right to continue using the deliverables, or replace or modify the same to become non-infringing. If neither of these options can reasonably be taken in Contractor's judgment, or if further use shall be prevented by injunction, the Contractor agrees to cease provision of any affected deliverables and refund any sums the City has paid Contractor and make every reasonable effort to assist the City in procuring substitute deliverables. If, in the sole opinion of the City, the cessation of use by the City of any such deliverables due to infringement issues makes the retention of other items acquired from the Contractor under this Agreement impractical, the City shall then have the option of terminating the Agreement, or applicable portions thereof, without penalty or termination charge; and Contractor agrees to refund any sums the City paid for unused Services or Deliverables.
10. **TERMINATION FOR CONVENIENCE:** If this contract contemplates deliveries or performance over a period of time, the City may terminate this contract at any time by providing 30 days' notice in writing from the City to the Contractor. In that event, any or all finished or unfinished deliverable items prepared by the Contractor under this contract shall, at the option of the City, become its property. If the contract is terminated by the City as provided in this section, the City shall pay for those items for which such option is exercised, less any payment or compensation previously made.
11. **ADVERTISING:** Contractor agrees not to use the existence of The Contract or the name of the City of Rocky Mount as part of any commercial advertising or marketing of products or services. A Contractor may inquire whether the City is willing to act as a reference by providing factual information directly to other prospective customers.
12. **ASSIGNMENT:** No assignment of the Contractor's obligations nor the Contractor's right to receive payment hereunder shall be permitted.

However, upon written request approved by the issuing purchasing authority and solely as a convenience to the Contractor, the City may:

- a) Forward the Contractor's payment check directly to any person or entity designated by the Contractor, and
- b) Include any person or entity designated by Contractor as a joint payee on the Contractor's payment check.

In no event shall such approval and action obligate the City to anyone other than the Contractor and the Contractor shall remain responsible for fulfillment of all Contract obligations. Upon advance written request, the City may, in its unfettered discretion, approve an assignment to the surviving entity of a merger, acquisition or corporate reorganization, if made as part of the transfer of all or substantially all of the Contractor's assets. Any purported assignment made in violation of this provision shall be void and a material breach of The Contract.

- 13. INSURANCE:** Contractor agrees to maintain **Commercial General Liability** in amount of \$1,000,000 each occurrence, \$1,000,000 each occurrence in Personal & Advertising Injury with \$2,000,000 General Aggregate, and \$2,000,000 Products/Completed Operations Aggregate. Contractor shall maintain \$1,000,000 in **automobile liability**, and other appropriate insurance, as well as Workers Compensation in the required statutory amount for all employees participating in the provision of services under this Contract. Contractor also agrees to maintain \$1,000,000 in professional liability insurance if the Contractor is engaged in a professional service pursuant to this Contract. The City of Rocky Mount shall be named by endorsement as an additional insured on the General Liability and Automobile Liability policies. Certificates of such insurance shall be furnished by Contractor to the City and shall contain an endorsement to provide the City at least 30 days' written notice of any intent to cancel or terminate by either Contractor or the insuring company. Failure to furnish insurance certificates or maintain such insurance shall be a default under this contract and shall be grounds for immediate termination of this Contract.

REQUIREMENTS - Providing and maintaining adequate insurance coverage is a material obligation of the Contractor and is of the essence of The Contract. Such insurance coverage shall be obtained from companies that are authorized to provide such coverage and that are authorized by the Commissioner of Insurance to do business in North Carolina. The Contractor shall at all times comply with the terms of such insurance policies, and all requirements of the insurer under any such insurance policies, except as they may conflict with existing North Carolina laws or The Contract. The limits of coverage under each insurance policy maintained by the Contractor shall not be interpreted as limiting the Contractor's liability and obligations under the Contract.

- 14. GENERAL INDEMNITY:** The Contractor shall indemnify and hold the City, its officers, agents, and employees, harmless from and against liabilities, claims, actions, demands, costs, damages, losses, and/or expenses of any kind, or nature (including but not limited to court costs and attorney's fees, incurred in connection with the defense of the foregoing) resulting from the fault (as that term is defined in N.C. Gen. Stat. 22B-1) of the Contractor or its agents and/or employees that is a proximate cause of the loss, damage, or expense incurred by the City. The parties agree that this indemnification clause is an "evidence of indebtedness" for purpose of N. C. Gen. Stat. § 6-21.2.
- 17. SUBCONTRACTING:** Performance under The Contract by the Contractor shall not be subcontracted without prior written approval of the City's assigned Contract Lead. Unless otherwise indicated, acceptance of a Contractor's bid shall include approval to use the subcontractor(s) that have been specified.
- 18. CONFIDENTIALITY:** Any City information, data, instruments, documents, studies or reports given to or prepared or assembled by or provided to the Contractor under The Contract shall be kept as confidential, used only for the purpose(s) required to perform The Contract and not divulged or made available to any individual or organization without the prior written approval of the City.

19. CARE OF PROPERTY: The Contractor agrees that it shall be responsible for the proper custody and care of any property furnished it by the City for use in connection with the performance of The Contract or purchased by or for the City for The Contract, and Contractor will reimburse the City for loss or damage of such property while in Contractor's custody.

20. OUTSOURCING: Any Contractor or subcontractor providing call or contact center services to the City of Rocky Mount or any of its agencies shall disclose to inbound callers the location from which the call or contact center services are being provided.

If, after award of a contract, the contractor wishes to relocate or outsource any portion of performance to a location outside the United States, or to contract with a subcontractor for any such the performance, which subcontractor and nature of the work has not previously been disclosed to the City in writing, prior written approval must be obtained from the City Department responsible for the contract.

Contractor shall give notice to the using Department of any relocation of the Contractor, employees of the Contractor, subcontractors of the Contractor, or other persons providing performance under a State contract to a location outside of the United States.

21. E-VERIFY: Contractor shall not employ any individuals to provide services to the City who are not authorized by federal law to work in the United States. Contractor represents and warrants that it is aware of and in compliance with the Immigration Reform and Control Act and North Carolina law (Article 2 of Chapter 64 of the North Carolina General Statutes) requiring use of the E-Verify system for employers who employ twenty-five (25) or more employees and that it is and will remain in compliance with these laws at all times while providing services pursuant to this Contract. Contractor shall also ensure that any of its subcontractors (of any tier) will remain in compliance with these laws at all times while providing subcontracted services in connection with this Contract. N.C.G.S. 143-3.

21. COMPLIANCE WITH IRAN DIVESTMENT ACT OF 2015. Contractor certifies that as of the date of this Contract, Contractor is not listed on the Final Divestment List created by the North Carolina State Treasurer pursuant to N.C. Gen. Stat. § 147-86.58. Contractor understands that it is not entitled to any payments whatsoever under this Contract if this certification is false. The individual signing this Contract certifies that he or she is authorized by Contractor to make the foregoing statement.

22. COMPLIANCE WITH LAWS: Contractor shall comply with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the conduct of its business and its performance in accordance with The Contract, including those of federal, state, and City of Rocky Mount having jurisdiction and/or authority.

23. ENTIRE CONTRACT: This contract and any documents incorporated specifically by reference represent the entire agreement between the parties and supersede all prior oral or written statements or agreements. This contract, any addenda hereto, and the Contractor's bid are incorporated herein by reference as though set forth verbatim.

All promises, requirements, terms, conditions, provisions, representations, guarantees, and warranties contained herein shall survive the contract expiration or termination date unless specifically provided otherwise herein, or unless superseded by applicable Federal or State statutes of limitation.

24. ELECTRONIC RECORDS: The City will digitize all Contractor responses to this solicitation, if not received electronically, as well as any awarded contract together with associated procurement-related documents. These electronic copies shall constitute a preservation record and shall serve as the official record of this procurement with the same force and effect as the original written documents comprising such record. Any electronic copy, printout or other output readable by sight shown to reflect such record accurately shall constitute an "original."

25. **AMENDMENTS:** This Contract may be amended only by a written amendment duly executed by the City and the Contractor.
26. **NO WAIVER:** Notwithstanding any other language or provision in The Contract, nothing herein is intended nor shall be interpreted as a waiver of any right or remedy otherwise available to the City under applicable law. The waiver by the City of any right or remedy on any one occasion or instance shall not constitute or be interpreted as a waiver of that or any other right or remedy on any other occasion or instance.
27. **FORCE MAJEURE:** Neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations as a result of events beyond its reasonable control, including without limitation, fire, power failures, any act of war, hostile foreign action, nuclear explosion, riot, strikes or failures or refusals to perform under subcontracts, civil insurrection, earthquake, hurricane, tornado, or other catastrophic natural event or act of God.
28. **SOVEREIGN IMMUNITY:** Notwithstanding any other term or provision in The Contract, nothing herein is intended nor shall be interpreted as waiving any claim or defense based on the principle of sovereign immunity or other State or federal constitutional provision or principle that otherwise would be available to the City under applicable law.

SPECIAL CONDITIONS

1.0 Defective Workmanship

The acceptance of any workmanship by the Owner shall not preclude the subsequent rejection thereof if such workmanship shall be found to be defective after installation, and any such workmanship found defective before final acceptance of the work or within two (2) years after completion shall be remedied or replaced, as the case may be, by and at the expense of the Contractor. In the event of failure by the Contractor to do so, the Owner may remedy such defective workmanship and in such event the Contractor shall pay to the Owner the cost and expense thereof. The Contractor shall not be entitled to any payment hereunder so long as any defective workmanship, of which the Contractor shall have had notice, shall not have been remedied or replaced, as the case may be.

2.0 Materials

At or prior to the commencement of construction, the Owner shall make available to the Contractor all materials which the Owner has on hand, and from time to time as such additional deliveries of materials, if any, are received by the Owner, the Owner shall make such materials available to the Contractor; provided, however, that the Contractor or his authorized representative shall give to the Owner a receipt in such form as the Owner shall approve for all materials furnished to the Contractor by the Owner. Upon completion of the project, the Contractor shall return all materials furnished by the Owner which are in excess of those required for the construction. Excess will be determined by comparison of Contractor's material receipts with final inventory as approved by the Owner. The Contractor shall also return to the Owner all material, usable and scrap, removed during construction. The Contractor will reimburse the Owner, at the current invoice cost to the Owner, for loss and/or breakage resulting from Contractor's negligence, of materials furnished to the Contractor by the Owner.

The winning Bidder will use the material package supplied by the Owner. The structures and equipment list is located in the *Appendices*.

3.0 Defective Materials (Supplied by Contractor)

- 3.1 All materials supplied by the Contractor shall be subject to the inspection, tests, and approval of the Owner. The Contractor shall furnish all information required concerning the nature or source of any materials and provide adequate facilities for testing and inspecting the materials at the plant of the Contractor.
- 3.2 The materials furnished hereunder shall become the property of the Owner when delivered to the point at which shipment is to be made. The Owner may, however, reject any materials and/or warranties of the Contractor and Manufacturers. Recognition and subsequent rejection of any defective materials may occur either before or after incorporation of such materials into the work, provided such rejection is made within one (1) year of date of delivery of the materials. Upon any such rejection, the Contractor shall replace the rejected materials with materials complying with the Specification for materials and warranties at the substation site. The Owner shall return the rejected materials FOB truck at the same destination. In the event of the failure of the Contractor to so replace rejected materials, the Owner shall make such replacement and the cost and expense thereof shall be paid by and recoverable from the Contractor.

4.0 Storage of Materials

All driveways and public roadways must be kept clear. No parking, storage, or staging of materials shall be placed in a driveway or roadway, causing said roadway to be impassable at any time.

5.0 Protection to Persons and Property

The Contractor shall at all times take all reasonable precautions for the safety of employees on the work and of the public, and shall comply with all applicable provisions of Federal, State, and Municipal safety laws and building and construction codes, as well as the safety rules and regulations of the Owner. All machinery, equipment, and other physical hazards shall be guarded in accordance with the *Manual*

of Accident Prevention in Construction of the Associated General Contractors of America unless such instructions are incompatible with Federal, State, or Municipal laws or regulations.

The following provisions shall not limit the generality of the above requirements:

- 5.1 The Contractor shall so conduct the substation construction as to cause the least possible obstruction of public highways or streets.
- 5.2 The Contractor shall provide and maintain all such guard lights and other protection for the public as may be required by applicable statutes, ordinances, and regulations or by local conditions.
- 5.3 The Contractor shall do all things necessary or expedient to protect properly any and all parallel, converging, and intersecting lines, joint line poles, highways, railways, and any and all property of others from damage. In the event that any such parallel, converging, and intersecting lines, joint line poles, highways, railways, or other property are damaged in the course of the construction of the line, the Contractor shall at his own expense immediately restore any or all of such damaged property to as good a state as before such damage occurred.
- 5.4 The Contractor shall enter and exit the right-of-way at those locations specified by Owner or the Engineer.

It shall be the responsibility of the Contractor to maintain safe and unobstructed control of traffic along all state roads, highways, and all other streets within the project area. The Contractor shall obtain sufficient and suitable traffic cones, barriers, warning signs, and other devices necessary to maintain a safe work environment for crews and the general public. Traffic control must be provided for in accordance with the Manual of Uniform Traffic Control Devices (MUTCD), the North Carolina Department of Transportation (NCDOT) Supplement to the MUTCD, all local ordinances, and as approved by local and state authorities.
- 5.5 All ditches and access ways disturbed shall be returned to their pre-existing condition at the end of construction.
- 5.6 Any and all excess earth, rock, debris, underbrush, and other useless material shall be removed by the Contractor from the site of the work as rapidly as practicable as the work progresses.
- 5.7 Before beginning work in or around any areas where underground facilities are known to exist, the Contractor shall locate all such facilities including water, sewer, gas, telephone, and electrical lines.
- 5.8 Upon violation by the Contractor of any provisions of this section, after written notice of such violation given to the Contractor by the Owner, the Contractor shall immediately correct such violation. Upon failure of the Contractor to do so, the Owner may correct such violation at the Contractor's expense.
- 5.9 The Contractor shall submit to the Owner monthly reports in duplicate of all accidents, giving such data as may be prescribed by the Owner.

6.0 Supervision and Inspection

- 6.1 The Contractor shall cause the construction work to receive constant supervision by a competent superintendent (hereinafter called the "Superintendent") who shall be present at all times during working hours where construction is being carried on. The Contractor shall also employ, in connection with the construction of the substation, capable, experienced, and reliable foremen and such skilled workmen as may be required for the various classes of work to be performed. Directions and instructions given to the Superintendent by the Owner shall be binding upon the Contractor.
- 6.2 The Owner reserves the right to require the removal from the project of any employee of the Contractor if, in the judgment of the Owner, such removal shall be necessary in order to protect the interest of the Owner. The Owner shall have the right to require the Contractor to increase the number of his employees and to increase or change the amount or kind of tools and

equipment if at any time the progress of the work shall be unsatisfactory to the Owner; the failure of the Owner to give any such directions shall not relieve the Contractor of his obligations to complete the work within the time and in the manner specified in this Proposal.

- 6.3 The manner of performance of the work, and all equipment used therein, shall be subject to the inspection, tests, and approval of the Owner. The Contractor shall have an authorized agent accompany the Owner when final inspection is made and, if requested by the Owner, when any other inspection is made.
- 6.4 If the Owner determines that the construction contains or may contain numerous defects, it shall be the duty of the Contractor, if requested by the Owner, to have an inspection made by the Engineer for the purpose of determining the exact nature, extent, and location of such defects.

7.0 Temporary Construction

All temporary construction required to accomplish the work covered in these Specifications shall be the sole responsibility of the Contractor. The Contractor shall furnish all labor and materials necessary for temporary construction including the installation and removal of structures, poles, insulators, hardware, guys, anchors, etc. All materials used for temporary construction shall be removed from the site as soon as practicable and the site restored to as good a state as before such construction. All temporary materials supplied by the Contractor will remain the property of the Contractor. All temporary construction performed shall adhere to the same safety and code requirements as the proposed work and shall be covered by all requirements of these Plans, Specifications, and Contract documents.

No extra pay item will be issued for temporary construction, or for subsequent removal of same.

8.0 Normal Work Week

- 8.1 The Contractor shall provide the Owner quoted prices on a per-hour basis for various personnel and equipment, assuming a normal work week as being forty (40) hours.
- 8.2 The Contractor shall state in the Proposal his normal work week for the project.
- 8.3 Work on weekends or generally accepted holidays will only be allowed if specific outage arrangements are required or the Contractor falls behind in meeting the project's scheduled completion date.
- 8.4 The Contractor will not be paid for inclement weather days or for travel time to and from the job site unless expressly requested by the Contractor as a written stipulation to his original Proposal.

9.0 Job-Site Obligations

- 9.1 Except as otherwise provided in the Contract, necessary sanitary conveniences for use by the Contractor's employees and Subcontractors at the Jobsite shall be furnished and maintained by the Contractor in such manner and at such locations as shall be approved by the Company Representative and their use shall be strictly enforced.
- 9.2 The Contractor shall, at all times, keep its work areas in a neat, clean, and safe condition. The Contractor shall be responsible for continuous clean up and removal of its trash, debris, waste materials, and scrap and disposal of same off the jobsite. Upon completion of any portion of the work, the Contractor shall immediately remove all equipment, construction plant, temporary structures, and surplus materials not to be used at or near the same location during later stages of the work. Upon completion of the work and before final payment is made, the Contractor shall, at its expense, satisfactorily dispose of all plant, buildings, rubbish, unused materials, and other equipment and materials belonging to it or used in the performance of the work including returning to the Owner's warehouse or designated lay down area(s), at the Owner's option of any salvageable materials for which the Owner has reimbursed the Contractor or that has been supplied by the Owner for incorporation into the Work but not used; and the Contractor shall leave the premises in a neat, clean, and safe condition acceptable to

the Company Representative. In the event of the Contractor's failure to comply with the foregoing, the same may be accomplished by the Owner at the Contractor's expense.

- 9.3 The Owner reserves the right to authorize its agents or designees to enter the jobsite as it may elect for the purpose of inspecting the work, constructing, or installing such collateral work as it may desire, or testing, boring or surveying, or any other purpose.
- 9.4 The Contractor understands and agrees that duly authorized representatives of government agencies having appropriate jurisdiction may enter the jobsite at any time and from time to time.
- 9.5 If any work or part thereof shall be covered contrary to the requirements of the Contract or the request of the Owner or Engineer, it must, if required by the Company Representative, be uncovered for observation and inspection, then covered again at the Contractor's sole expense.
- 9.6 If any other work that the Company Representative has not specifically requested to observe and inspect prior to being covered has been covered, the Owner or Engineer may request to see such work or part thereof and it shall be uncovered by the Contractor. If such work or part thereof is found to be in accordance with the Contract, the cost of uncovering and covering again shall, by appropriate Change Form, be charged to the Owner. If such work or part thereof fails to meet the requirements of the Contract, the Contractor shall pay all costs of uncovering, correcting, and covering again, and any additional costs resulting there from.
- 9.7 The Contractor shall conduct daily and weekly on-site safety meetings at the beginning of each work period. These meetings should not preclude the Contractor from conducting tailgate safety meetings before each new work period, after break, different work assignments, etc. as determined by OSHA and other applicable safety laws and regulations. In addition, the Contractor shall be required to attend onsite safety meetings with the Owner.
- 9.8 All personnel/visitors/individuals shall have a safety briefing by the Contractor prior to entering the energized substation area.
- 9.9 The Contractor shall facilitate a formal safety program for all individuals entering the site.
- 9.10 The Contractor shall provide the Owner a copy of the Contractor's Safety Manual, outlining policies, procedures, documentation, and training. The Owner will provide the Contractor with a copy of the Owner's Safety Manual. The Contractor shall perform the work using the more stringent of the two (2) policies.

**INSTALLATION OF THE
POD 4 SUBSTATION UPGRADES
ROCKY MOUNT, NORTH CAROLINA**

CONTRACT AGREEMENT

**This instrument has been pre-audited in the manner required by
the Local Government Budget and Fiscal Control Act.**

(Signature of Finance Officer)

(Signature of Purchasing Manager)

CONTRACT AGREEMENT

THIS CONTRACT, made this _____ day of _____, 2023,
by _____ hereinafter called Contractor, and City of Rocky
Mount of Rocky Mount, , hereinafter called the Owner.

WITNESSETH

THAT WHEREAS, a Contract for

INSTALLATION OF THE POD 4 SUBSTATION UPGRADES ROCKY MOUNT, NORTH CAROLINA

has recently been awarded to Contractor by the Owner at and for a total installation price of _____
dollars (\$ _____), as named in the *Form of Proposal* attached hereto;

AND WHEREAS, it was provided in said award that a formal Contract would be executed by and between Contractor and Owner, evidencing the terms of said award, and that Contractor would commence the work to be performed under this agreement on a date to be specified in a written order of the Owner, and would fully complete all work thereunder by **Friday, June 30, 2023.**

NOW, THEREFORE, Contractor doth hereby covenant and agree with the Owner that it will well and faithfully perform and execute such work and furnish such work and furnish such materials and equipment, in accordance with each and every one of the conditions, covenants, stipulations, terms, and provisions contained in said Specifications in accordance with the Plans, at the total price named therefore in the Proposal attached hereto, and will well and faithfully comply with and perform each and every obligation imposed upon it by said Plans and Specifications and the terms of said award.

Contractor shall promptly make payments to all laborers and others employed thereon.

Contractor shall be responsible for all damages to the property of the Owner that may be consequent upon the normal procedure of its work or that may be caused by or result from the negligence of Contractor, its employees, or agents during the progress of or connected with the prosecution of the work, whether within the limits of the work or elsewhere. Contractor must restore all property so injured to a condition as good as it was when Contractor entered upon the work.

By execution of this Contract, both parties acknowledge the following conditions as a part of their respective obligations:

- a. Governing Law - This Contract shall be construed and enforced in accordance with the laws of the State of North Carolina. All parties agree to the jurisdiction of the Courts of North Carolina with respect to any action or dispute arising between the parties.
- b. Further Assurances - The parties hereto agree to execute and deliver any and all papers and documents which may be necessary to carry out the terms of this Contract.
- c. Entire Contract - This Contract (including materials incorporated herein by reference) constitutes the entire agreement between the parties hereto and there are no agreements, representations, or warranties which are not set forth herein. All prior negotiations, agreements, and understandings are superseded hereby. This Contract may not be amended or revised except by a writing signed by all parties hereto. This Contract shall be construed and interpreted without any presumption either for or against the party who caused its preparation.

- d. Binding Effect - This Contract shall be binding upon an inure to the benefit of the heirs, legal representatives, successors and assigns of the respective parties hereto, provided that this Contract and all rights hereunder may not be assigned by any party hereto without the written consent of the other party.
- e. Time of Performance - Time is of the essence with regard to the performance of this Contract.
- f. Survivability - The terms of this Contract shall survive execution and delivery of any deeds or bills of sale called for hereunder.
- g. Headings - The headings in the paragraphs of this Contract are inserted for convenience only and do not constitute a part hereof.

Contractor shall furthermore be responsible for and required to make good at its expense any and all damages of whatever nature to persons or property, arising during the period of the Contract, caused by carelessness, neglect, or want of due precaution on the part of Contractor, its agents, employees, or workmen. Contractor shall also indemnify and save harmless the Owner, and the officers and agents thereof from all claims, suits and proceedings of every name and description which may be brought against the Owner, or the officers and agents thereof, for or on account of any injuries or damages to persons or property received or sustained by any person or persons, firm or corporation, or by or in consequence of any materials used in said work or by or on account of any improper material or workmanship in its construction, or by or on account of any accident, or of any other act or omission of Contractor, its agents, employees, servants or workmen.

It is agreed and understood that the *Notice to Prospective Bidders*, the Definitions, *Instructions to Bidders*, Statement of Work, *General Conditions*, *Special Conditions*, Contractors Proposal, North Carolina Bid Bond, Plans and Specifications, and the enumerated addenda are part and parcels of this Contract, to the same extent as if incorporated herein in full.

It is further mutually agreed that if at any time after the execution of this agreement and the Surety Bond hereto attached for its faithful performance, the Owner shall deem the Surety or Sureties upon such Bond to be unsatisfactory, or if for any reason, such Bond ceases to be adequate to cover the performances of the work, Contractor shall, at its expense, within five (5) days after the receipt of notice from the Owner to do so, furnish an additional Bond or Bonds in such form and amount and with such Surety or sureties as shall be satisfactory to the Owner. In such event, no further payment to the Contractor shall be deemed to be due under this agreement until such new or additional security for the faithful performance of the work shall be furnished in manner and form satisfactory to the Owner.

The Owner doth hereby covenant and agree with Contractor that it will pay to Contractor, when due and payable under the terms of said Specifications and said award, the above-mentioned sum and that it will well and faithfully comply with and perform each and every obligation imposed upon it by said Specifications and the terms of said award.

Contractor shall, upon completion of all work awarded under this Contract furnish to the Owner invoices or copies of invoices for all materials and equipment purchased for said work and such invoices shall state the amount of North Carolina sales tax paid for said materials and equipment, and Contractor shall also furnish the Owner an affidavit certifying the total costs of materials and equipment purchased for all work performed under the Contract and the total amount of sales tax paid for said materials and equipment.

Whenever used herein, the singular shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders as the context may require.

In testimony thereof, Contractor and the Owner have caused their seal and signature to be set on this Contract.

CONTRACTOR:

(Imprint Corporate Seal
Below this line)

(SEAL)

By

(SEAL)

Title

ATTEST:

Secretary

By

Owner's Agent

ATTEST:

Witness

CONTRACT INSTRUCTIONS

INSTRUCTIONS FOR PROPER SIGNING

If Contractor is an individual, sign on first line only and designate trade name below first line, thus:

_____(SEAL)

If Contractor is a partnership, sign partnership name on first line; have at least one general (not limited) partner sign on second line, and put his designation as partner on third line, thus:

_____(SEAL)

By _____(SEAL)

Title _____.

If Contractor is a corporation, sign corporate name on first line (exactly as such appears on the corporate seal); have the President (or a Vice President) sign on second line; put his title on third line; have the Secretary (or Assistant Secretary) sign on the "Attest" line (adding the word "Assistant" before the word "Secretary" if the Assistant Secretary is signing); and imprint corporate seal above the word "Attest", thus:

_____(SEAL)

By _____(SEAL)

Title _____.

(SEAL)

ATTEST:

(Assistant) Secretary

Executed in 5 counterparts

Witness:

CONTRACTOR:

(Trade or Corporate Name)

(Proprietorship or Partnership)

ATTEST:

By: _____

Title: _____

(Owner, Partner, or Corporate
President or V-President, Only)

By: _____

Title: _____

(Corporate Secretary or
Assistant Secretary, Only)

(CORPORATE SEAL)

SURETY COMPANY:

Witness:

By: _____

Title: _____

(Attorney in Fact)

Countersigned:

SC Licensed Resident Agent

(SURETY CORPORATE SEAL)

(Name and Address – Surety Agent)

Surety Company Name and SC
Regional or Branch Office Address

CERTIFICATE OF ATTORNEY

CITY OF ROCKY MOUNT

This is to certify I have examined the attached Contract documents, and after such examination I am of the opinion that such documents conform to the laws of the State of North Carolina, the execution of the Contract is in due and proper form, the representatives of the respective contracting parties have full power and authority to execute such Contract on behalf of the respective contracting parties, and the foregoing agreements constitute valid and binding obligations on such parties.

This the _____ day of _____, 2023.

Attorney for The City of Rocky Mount
Rocky Mount, North Carolina

POWER OF ATTORNEY

CURRENT INSURANCE CERTIFICATE(S)

FORM OF PROPOSAL

Form of Proposal

Terms and Conditions

Labor and Material Proposals

Unit Pricing Proposal

Owner-Furnished Material List

Bid Bond

Performance Bond

Equal Employment Opportunity Affidavit

Proposed Construction Schedule

Certificate(s) of Insurance

Copy of Contractor's License

Proposed Project Management Staff

References

List of Subcontractors

Addenda / Clarifications / Bulletins

Form of Exception

**CITY OF ROCKY MOUNT
ROCKY MOUNT, NORTH CAROLINA**

**SPECIFICATIONS AND BID DOCUMENTS FOR
THE INSTALLATION OF THE
POD 4 SUBSTATION UPGRADES
ROCKY MOUNT, NORTH CAROLINA**

FORM OF PROPOSAL
(Provide two (2) copies)

Respectfully submitted this ____ day of _____, 2023.

OWNER:	BIDDER: (PLEASE PRINT CLEARLY)	
City of Rocky Mount 331 South Franklin Street Rocky Mount, NC 27804 P.O. Box 1880 Rocky Mount, North Carolina 27802-1180 Mrs. Alicia Gaines Purchasing Associate III Phone: (252) 972-1227 alicia.gaines@rockymountnc.gov		
	NAME	TITLE
	STREET ADDRESS	
	CITY/STATE/ZIP	
	PHONE:	
	FAX:	
	E-MAIL:	
	SIGNATURE	
MANUFACTURER OF PROPOSED EQUIPMENT		
MANUFACTURER		
STREET ADDRESS		
CITY / STATE / ZIP		

TERMS AND CONDITIONS

1. The undersigned, hereafter called the Contractor, hereby declares that the only person or persons interested in this Proposal as principal or principals is or are named herein and that no other person than herein mentioned has any interest in this Proposal or in the Contract to be entered into; that this Proposal is made without connection with any other person, company or parties making a bid or Proposal; and that it is in all respects fair and in good faith without collusion or fraud.
2. The Contractor further declares that he has examined the site of the work and informed himself fully in regard to all conditions pertaining to the locations where the work is to be done; that he has examined the *Technical Specifications* for the work and Contract documents relative thereto; that he has read all special provisions furnished prior to the opening of bids; and that he has satisfied himself relative to the work to be performed.
3. The Contractor proposes and agrees, if this Proposal is accepted, to contract with the Owner in the form of Contract specified, to furnish all necessary labor, equipment, and materials, except materials and equipment specified to be furnished by the Owner, required for the installation of the station, complete in accordance with the Plans, Specifications and Contract documents, to the full and entire satisfaction of the Owner with a definite understanding that no money will be allowed for extra work except as set forth in the *General Conditions* and Contract documents, as filed on Change Order forms. No changes in work shall begin without prior written approval by the Owner or its representative Engineer.
4. The Bid Schedule is subject to the following terms and conditions which, by reference, are made a part of this Proposal.
5. The prices of materials set forth herein do not include any sums which are or may be payable by the Contractor on account of North Carolina Sales Tax upon the sale, purchase, or use of the materials hereunder. The amount thereof shall be added to the purchase price and paid by the Owner after the Contractor has ascertained the actual sales tax to be included in the Contract price.
6. The prices quoted in the Proposal shall be firm unless otherwise clearly noted in the Proposal.
7. The price quoted includes delivery FOB to the substation site of any equipment and materials and complete installation at substation site. The prices of the equipment and installation set forth herein shall include the cost of delivery at the Contractor's risk to the site.
8. The Contractor shall provide the Owner quoted prices on a per-hour basis for various personnel and equipment, assuming a normal work week as being forty (40) hours.
9. The Contractor shall state his normal work week for the project:
_____ Five (5), eight (8) hour days (Monday through Friday)
_____ Four (4), ten (10) hour days (Monday through Thursday)
_____ Other, _____
10. Work on weekends or generally accepted holidays will only be allowed if specific outage arrangements are required or if the Contractor falls behind in meeting the project's scheduled completion date. If the Contractor deems this necessary, he must receive the Owner's written approval five (5) business days prior to beginning the revised work scheme.
11. Completion date of this project is **Friday, June 30, 2023.**
12. The Contractor shall submit a proposed project construction schedule with the Proposal for review and approval by the Owner and Engineer.
13. The time for delivery and installation shall be extended for the period of any reasonable delay due exclusively to causes beyond the control and without fault of the Contractor including acts of God, fires, floods, strikes, and delay in transportation.
14. The Contractor will not be paid for inclement weather days or for travel time to and from the job site unless expressly requested by the Contractor as a written stipulation to his original Proposal.

15. The Contractor-furnished materials shall conform to the *Technical Specifications* attached hereto and made a part hereof.
16. Title to the materials furnished by the Contractor shall pass to the Owner upon completion of the installation at the point above specified.
17. This Proposal is made pursuant to the provisions of the *Notice to Prospective Bidders, Instructions to Bidders*, and the Specifications, and the Contractor agrees to the terms and conditions thereof.
18. The Contractor warrants the accuracy of all statements contained in the Bidders Qualifications, if any shall be submitted, and agrees that the Owner shall rely upon such accuracy as a condition of the Contract in the event that this Proposal is accepted.
19. The Contractor warrants that the Contractor-furnished materials will conform to the performance data and guarantees attached which, by this reference, are made a part of this Proposal. Any exceptions or deviations from the Plans and Specifications must be clearly stated in the Proposal to warrant consideration.
20. The Contractor assumes liability for the proper care, handling, storage, and security of all materials furnished to the Contractor by the Owner for the project.
21. The undersigned further agrees that in case of failure on his part to execute said Contract within ten (10) consecutive calendar days after written notice has been given of the award of the Contract, the Bid Security accompanying this bid and the monies payable thereon shall be paid into the funds of the Owner's account set aside for this project as Liquidated Damages for such failure. Otherwise, the check, cash, or Bid Bond accompanying the Proposal shall be returned to the undersigned.
22. During the course of the project, the Contractor shall maintain and shall provide the Owner/Engineer one (1) complete set of "as-constructed" Drawings upon the completion of the project.
23. The Contractor warrants that it possesses Electric Utility Contractor's License for the State of North Carolina. A copy of the license shall be included in this *Form of Proposal*.
24. The Contractor shall submit, in the *Form of Proposal*, the proposed project management staff, i.e., project manager, site superintendent, general foreman, etc. The qualifications and work experience level of the Bidder's proposed work force shall be included as well. The Contractor shall provide evidence of a minimum of 60% of the proposed work force having five (5) years or more tenure with the Bidder's firm. If other personnel are actually assigned to the project, similar information will be required prior to construction assignment.
25. The Contractor shall provide a list of recent projects of similar voltage class and complexity, along with the Owner and contact information of the representative who was reported to directly.
26. If the proposed staff, along with their qualifications, is not provided, the bid may be subject to non-compliance, thus making it unacceptable.
27. The Contractor shall provide a list of Subcontractors (if any) in the Proposal and their respective support services which will be used by the Contractor when undertaking this project. All subcontractors will be subject to review and approval by the Owner.
28. **A mandatory pre-construction meeting will be scheduled at a later time based on the construction schedule at the POD 4 site.**

LABOR AND MATERIAL PROPOSAL

CLIENT: City of Rocky Mount

PROJECT: POD 4 Substation Upgrades

PROJECT NO.: P.Z943433.S.00

CONTRACTOR:

DATE:

GROUP	DESCRIPTION	QTY	UNIT	UNIT PRICING		LABOR AND MATERIAL EXTENDED COST
				LABOR	CONTRACTOR-FURNISHED MATERIAL	
A	Structures	1	LOT			
B	Power Circuit Breakers	1	EACH			
C	Conduit and Cable	1	LOT			
D	Site Preparation (Yard Stone)	1	LOT			
E	Station Grounding	1	LOT			
F	Testing	1	LOT			
TOTAL LABOR:						
TOTAL OWNER-FURNISHED MATERIAL COST:						\$51,950.00
TOTAL INSTALLATION:						

UNIT PRICING PROPOSAL

CLIENT: City of Rocky Mount
 PROJECT: POD 4 Substation Upgrades
 PROJECT NO.: P.Z943433.S.00
 CONTRACTOR: _____
 DATE: _____

MATERIAL COST

DESCRIPTION	LABOR	MATERIAL	TOTAL
COST PER INSTALLED CUBIC YARD OF CONCRETE PER GROUP L			
Pad-Pier Type Foundation			
Pad-Type Foundation			
COST PER INSTALLED POUND OF REBAR			
COST PER LINEAR FOOT OF GROUND WIRE DITCH			
Machine Excavate			
Hand Excavate			
COST PER INSTALLED 10-FOOT GROUND ROD			
COST PER LINEAR FOOT OF GROUND WIRE IN PRE-EXCAVATED TRENCH			
COST PER WRENCH-LOK CONNECTION ON GROUND WIRE / ROD			
COST PER LINEAR FOOT OF CONTROL CABLE CONDUIT TRENCH			
Machine Excavate			
Hand Excavate			
COST PER LINEAR FOOT OF PVC CONDUIT			
1 inch PVC			
2 inch PVC			
4 inch PVC			
6 inch PVC			
COST PER INSTALLED LINEAR FOOT OF CONTROL CABLE IN CONDUIT / CABLE TRENCH			
COST PER INSTALLED LINEAR FOOT OF CONTROL CABLE IN CABLE TRAY (INCLUDING SECURING CABLE TO TRAY)			
CONTROL CABLE TERMINATIONS			
COST PER INSTALLED TON OF COMPACTED CRUSHER RUN STONE			
COSTS FOR FIELD CORRECTION OF MISFAB AS LISTED BELOW. WORK TO BE APPROVED IN ADVANCE BY OWNER. PRICE TO INCLUDE PAINTING OF PUNCHED OR CLIPPED STEEL SURFACES WITH GALVANOX PAINT			
Clipping angles or flat stock			
Punching or drilling per hole			
Punching or drilling and tapping per hole			
Reaming per hole			
ROCK EXCAVATION - COST PER CUBIC YARD			
Foundations			
Pad-Pier Type			
Pad-Type			
Ground Grid / Conduit Ditch			
Oil Containment Pit			

LABOR

DESCRIPTION	HOURLY RATE	
	REGULAR	OVERTIME
Supervisor		
General Foreman		
Foreman		
Journeyman Lineman / Wireman		
Equipment Operator		
Groundman		

EQUIPMENT

DESCRIPTION	UNIT (per day, hour, week)	COST
Pickup Truck		
Backhoe		
Bucket Truck - 40' - 55'		
Bucket Truck - 60' +		
Trencher		
Air Compressor		
Crane Truck - 20 Ton		
All-Terrain Crane - 45 Ton		

Unit Pricing shall be used in the event work is added or deleted from the project

OWNER-FURNISHED MATERIAL LIST

CLIENT: City of Rocky Mount
 PROJECT: POD 4 Substation Upgrades
 PROJECT NO.: P.Z943433.S.00
 CONTRACTOR:
 DATE:

GROUP	SUBSTATION ASSEMBLY UNIT	DELIVERY LOCATION	SUPPLIER	ESTIMATED DELIVERY DATE	QTY	UNIT PRICE	EXTENDED PRICE
B	Circuit Breakers	SITE	Siemens	5/8/23	1 Each	\$51,950.00	\$51,950.00
(1) Item designation corresponds with the group designation in the Form of Proposal.						TOTAL PRICE:	\$51,950.00

BID BOND

KNOW ALL MEN BY THESE PRESENT, THAT WE _____

as Principal, and _____

as Surety, who is duly licensed to act as Surety in North Carolina, are held and firmly bound unto The City of Rocky Mount, Rocky Mount, North Carolina, as Obligee, in the penal sum of _____ DOLLARS (\$_____) (10% Bid Bond), lawful money of the United States of America, for the payment of which, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these present.

SIGNED, Sealed, and dated this _____ day of _____, 2023.

WHEREAS, the said Principal is herewith submitting a Proposal for

**INSTALLATION OF THE
POD 4 SUBSTATION UPGRADES
ROCKY MOUNT, NORTH CAROLINA**

and the Principal desires to file this Bid Bond in lieu of making the cash deposit as required by the bidding documents contained herein;

NOW, THEREFORE, THE CONDITION OF THE ABOVE OBLIGATION is such that if the principal shall be awarded the Purchase Order for which the bid is submitted and shall accept the Purchase Order within ten (10) days after the award of same to the principal, then this obligation shall be null and void; but if the principal fails to so accept such Purchase Order as required by the bidding documents contained herein, the Surety shall, upon demand, forthwith pay to the Obligee the amount set forth in the first paragraph hereof, and upon failure to forthwith make such payment, the Surety shall pay the Obligee an amount equal to double the amount of this Bid Bond as set forth in the first paragraph hereof. Power of Attorney from the Surety to its Attorney-in-Fact is attached hereto.

Principal

By _____(SEAL)

Corporate Surety

By _____(SEAL)

PERFORMANCE BOND

Date of Execution: _____

Name of Principal: _____
(Contractor)

Name and Address
of Surety: _____

Owner: _____

Amount of Bond: _____

Project: _____

KNOW ALL MEN BY THESE PRESENTS, that we, the Principal and Surety above named, are held and firmly bound unto the above-named Contracting Body, hereinafter called the Contracting Body, in the penal sum of the amount stated above the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the Principal entered into a certain Contract with the Contracting Body, identified as shown above and hereto attached.

NOW, THEREFORE, if the Principal shall well and truly perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of said Contract during the original term of said Contract and any extensions there of that may be granted by the Contracting Body, with or without notice to the Surety, and during the life of any guaranty required under the Contract, and shall also well and truly perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of any and all duly authorized modifications of said Contract that may hereafter be made, notice of which modifications to the Surety being hereby waived, then, this obligation to be void; otherwise to remain in full force and virtue.

IN WITNESS WHEREOF, the above bounded parties have executed this instrument under the several seals on the date indicated above, the name and corporate seal of each corporate party being hereto affixed, and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

Executed in _____ five (5) _____ counterparts.

Witness:

(Proprietorship or Partnership)

ATTEST:

By: _____

Title: _____
(Corporate Secretary or
Assistant Secretary, Only)

Witness:

Countersigned:

MD Licensed Resident Agent

(Name and Address - Surety Agent)

Surety Company Name and MD
Regional or Branch Office Address

CONTRACTOR:

(Trade or Corporate Name)

By: _____

Title: _____
(Owner, Partner, or Corporate
President or V-President, Only)

(CORPORATE SEAL)

SURETY COMPANY:

By: _____

Title: _____
(Attorney in Fact)

(SURETY CORPORATE SEAL)

EQUAL EMPLOYMENT OPPORTUNITY AFFIDAVIT

General Conditions, 24.0 Equal Employment Opportunity

The Contractor shall include the provisions of the Equal Employment Opportunity, as found in *General Conditions* section, in every Subcontract unless exempted by rules, regulations, or orders of the Owner so that such provisions will be binding upon each Subcontractor.

Bidder:

By:

Date:

INSERT

PROPOSED CONSTRUCTION SCHEDULE

***Instructions to Bidders, 10.0 Completion
Form of Proposal, Terms and Conditions – Item 12***

INSERT

CERTIFICATE(S) OF INSURANCE

Instructions to Bidders, 15.0 Contractor's Insurance

INSERT

CONTRACTOR'S LICENSE

***Instructions to Bidders, 16.0 Contractor's License
Form of Proposal, Terms and Conditions – Item 23***

PROPOSED PROJECT MANAGEMENT STAFF

Form of Proposal, Terms and Conditions – Item 24

Title/Function	Name	Years with Firm	Total Years' Experience
Project Manager			
Site Superintendent			
General Foreman – Structures			
General Foreman – Foundations			
General Foreman – Controls			

CONTRACTOR HAS ☐ DOES NOT HAVE ☐ SIXTY PERCENT (60%) OF PROPOSED WORK FORCE WITH FIVE (5) YEARS CONTINUOUS SERVICE WITH BIDDER'S FIRM.

REFERENCES

Form of Proposal, Terms and Conditions – Item 25

CONTACT INFORMATION FOR RECENT SIMILAR PROJECTS

Owner Name	Project Description	Contact Name and Phone Number

LIST OF SUBCONTRACTORS
Form of Proposal, Terms and Conditions – Item 27

Subcontractor	Proposed Work to be Performed

INSERT

ADDENDA / CLARIFICATIONS / BULLETINS

Instructions to Bidders, 5.0 Bulletins and Addenda

TECHNICAL SPECIFICATIONS

**CITY OF ROCKY MOUNT
ROCKY MOUNT, NORTH CAROLINA**

**SPECIFICATIONS AND BID DOCUMENTS FOR
THE INSTALLATION OF THE
POD 4 SUBSTATION UPGRADES
ROCKY MOUNT, NORTH CAROLINA**

TECHNICAL SPECIFICATIONS

1.0 General Conditions

- 1.1 The Drawings and Specifications are complementary, one to the other. That which is shown on the Drawings or called for in the Specifications shall be as binding as if both were called for and shown. The intention of the Drawings and Specifications is to include all labor, materials, transportation, equipment, and any other items necessary to do a complete job.
- 1.2 In such cases where the nature of the work requires clarification by the Engineer, such clarifications shall be furnished by the Engineer with reasonable promptness by means of written instructions or Detail Drawings, or both. Clarifications and Drawings shall be consistent with the intent of Contract documents and shall become a part thereof.
- 1.3 All construction shall be performed in a workmanlike manner and shall conform to the Drawings and Specifications. The installation shall conform to the latest edition of specifications and publications from the following:
 - *National Electrical Code (NEC) and interim amendments,*
 - *National Electrical Safety Code (NESC),*
 - *National Electrical Manufacturers Association (NEMA),*
 - *North Carolina Building Code,*
 - *Occupational Safety and Health Administration (OSHA),*
 - *North Carolina Department of Labor, Division of Occupational Safety and Health (OSHNC)*
 - *American National Standards Institute (ANSI),*
 - *American Welding Society (AWS),*
 - *American Society for Testing and Materials (ASTM),*
 - *American Institute of Steel Construction (AISC),*
 - *American Concrete Institute (ACI),*
 - *Acoustical Society of America (ASA),*
 - *Institute of Electrical and Electronics Engineers (IEEE),*
 - *Concrete Reinforcing Steel Institute (CRSI) "Manual of Standard Practice," and*
 - *Underwriters Laboratories (UL)*
- 1.4 The Contractor shall install all of the major materials and equipment as listed as furnished by "Owner" or "others" and as required for the installation of the project and will furnish and install the miscellaneous materials and equipment necessary for a complete and functioning system.
- 1.5 The Contractor shall also be responsible for receiving, off-loading, and storage of the major materials and equipment furnished by the Owner or others, which will be delivered to the project site.
- 1.6 The Contractor shall provide a Material Person who is competent, organized, and familiar with the material associated with this project. The Material Person will be responsible for arranging delivery, receiving, storing, disbursing, and tracking all the material associated with this project. This person shall not be changed without prior approval of the Owner. This Material Person will be responsible for reporting material shortages and mis fabrications to the Owner, Engineer, and/or Supplier. The Material Person will work directly with the Owner, Engineer, and/or Supplier and will be the person on the project who is totally responsible for material.

- 1.7 A materials receipt, shall be completed and signed by the Material Person within twenty-four (24) hours acknowledging receipt of the materials and equipment delivered. The Contractor shall distribute the completed material receipts as follows: one (1) copy shall be mailed to the Owner, one (1) copy to the Engineer, and one (1) copy retained by the Contractor.
- 1.8 The Contractor shall verify the quantity and condition of all materials delivered to him and in case there is any damage to or shortage of materials, he shall report same to the Owner and Engineer in writing, within twenty-four (24) hours after delivery. If there is any shortage or damage which is sufficient to cause the materials to be unfit for use in the work, and the shortage or damage has not been reported as specified above, the Contractor will be charged with actual cost of replacement of such shortage or damage.
- 1.9 Damaged or defective materials and equipment, or waste of materials due to faulty handling or negligence during the course of installation or testing on the part of the Contractor shall be replaced, repaired, or charged against the Contractor at their actual cost to the Owner at the point of delivery to the Contractor, to the satisfaction of the Owner.
- 1.10 The Contractor shall provide temporary structures or heat, at his own expense, during construction for the proper storage of the materials and equipment furnished by the Owner to adequately house or protect them against deterioration or damage for whatever cause. Materials not adequately protected by the Contractor will be so protected by the Owner at the expense of the Contractor.
- 1.11 Upon completion of the work, the Contractor shall return to the Owner, at their storage areas, all materials and equipment furnished by the Owner and not used in the construction. Surplus materials and equipment thus returned shall be neatly stockpiled. The Contractor will be charged for any materials and equipment not used and not returned in the amount equal to the cost of the materials and equipment to the Owner at point of delivery to the Contractor. Written receipts shall be made for returned materials, and one (1) copy shall be mailed to the Owner, one (1) copy to the Engineer, and one (1) copy retained by the Contractor.
- 1.12 The Contractor shall submit to the Engineer for approval a complete list of the miscellaneous materials and equipment he is required to furnish for the substation installation within fifteen (15) days after the award of the Contract. The list of materials and equipment shall include, but not be limited to, concrete mix design, grounding materials, conduit materials, cable trench layout, control cables, power cables, etc., with specific supplier names, Manufacturer names, catalog numbers, and catalog data sheets. The Owner reserves the right to strict approval of proposed Contractor-furnished materials to ensure system compatibility.
- 1.13 The Contractor shall plan to allow a reasonable amount of time for approval of submittals by Engineer. This time period shall be seven (7) to ten (10) business days following receipt of submittals.
- 1.14 **The Owner reserves the right to not allow the Contractor to begin work if the Contractor has not submitted the list of miscellaneous material and equipment. The additional time required to receive approval for the submittals will not extend the completion date of the project or negate the Liquidated Damages.**
- 1.15 All Contractor-furnished material and equipment shall be new.
- 1.16 The Contractor shall submit to the Owner and Engineer a complete Bill of Material, after approval has been given for the Contractor-furnished materials, with an individual unit cost for each item. This is needed for the Owner's Continuing Property Records (CPR) accounting system.
- 1.17 The Contractor shall submit to the Owner and Engineer for review three (3) copies of catalog cut sheets, Shop or Setting Drawings, and/or Manufacturer product data or schedules for each item on the approved Bill of Material within thirty (30) days after the award of the Contract so as not to delay the project.

- 1.18 The Contractor will be responsible for fixing any damaged silt fences or other erosion control devices if they are damaged or destroyed by their crew while on site. If the dedicated stockpile is used for soils, the Contractor is to apply a temporary seed mix within seven (7) days of adding to the stockpile. If the stockpile area is expanded, care shall be taken to ensure that the three (3) downslope perimeter areas are protected with properly installed silt fence, leaving just an entrance area at the highest access point. Any questions regarding erosion control measures or seeding to be addressed to the Owner or Owner's Engineer.
- 1.19 The Contractor shall provide and maintain the adequate number of temporary toilets recommended for the number of workmen on-site, through the completion of the project. Also, water service for construction, if required, shall be the responsibility of the Contractor.
- 1.20 Power can be accessed from the control building. Any other power sources shall be the responsibility of the Contractor.
- 1.21 All workers must wear appropriate PPE gear at all times: safety glasses, hardhat, steel toe boots, and fire resistant (FR) clothing on outer layer of clothing.

2.0 Scope of Work

2.1 Project Summary

The Owner is replacing a HV breaker, 52-2, on Line 8 at the POD 4 Substation. The Contractor must install the equipment and materials described within this contract.

2.2 Contractor's Work

The Contractor's work shall include the furnishing of all labor, tools and equipment, and materials, as outlined in the following sections for each station, and the installation of those materials and the Owner-furnished materials as indicated necessary to construct the subject station.

The installation of the POD 4 Substation Upgrades is briefly described below. A more detailed description of the scope of work is provided in Section 3.0:

- 1) One (1) HV circuit breaker
- 2) Removal of the Pennsylvania HV circuit breaker.

The geographic location of the POD 4 Substation is 817 Greyson Road, Rocky Mount North Carolina 27804.

The Contractor's work will be near and/or in the vicinity of energized 230,000-volt electrical equipment and power lines and is more fully described in the Drawings and Specifications. For work in these locations, the Contractor must provide personnel qualified to work near and on energized equipment, bus work and lines. All such work shall be performed to meet at least the safety rules and regulations prescribed by the Owner for its employees including the use of rubber gloves, hot sticks and associated protective equipment. The majority of work performed will have 69,000- volt electrical equipment within the close proximity.

The Owner requires the use of padlock lockouts. Tagging with written or verbal clearance is not acceptable.

2.3 Owner Responsibilities

Work that will be performed by the Owner or others and is **not** included in this Contract for the substation includes the following:

- 1) Relay programming, testing, and commissioning.

2.4 Owner-Furnished Materials Status

The Owner will furnish the HV circuit breaker for this project.

During the course of the project, if the Contractor encounters constructability issues with the material supplied, such as a shortage of material, mis-fabricated material, wrong type, electrical clearances, etc., the Contractor shall immediately contact the supplier for correction.

2.5 Contractor-Furnished Materials

The Contractor shall furnish all of the miscellaneous material and equipment as required and described in each group of the “Construction Assembly Units” for the complete installation of the project.

The miscellaneous material and equipment to be furnished by the Contractor shall be the following, unless otherwise noted, but are not limited to:

- 1) Control wiring system
- 2) HV Breaker connectors and leads
- 3) Anchor bolts for securing HV Breaker to foundation pad

All anchor bolts shall be provided by the Contractor where indicated and necessary for securing the work in place. Size, type, and spacing of anchors not indicated shall be as directed by the Engineer.

2.6 Change Orders

The Owner or Engineer, without invalidating the contract, may order changes in the scope of work of the contract, consisting of additions, deletions, or other revisions with the contract amount and completion time, being adjusted accordingly. All such changes in construction shall be authorized by a change order as outlined in Contract Section. All change order requests to be submitted for approval shall utilize the unit pricing proposal form attached to these specifications. A sample change order form is included in the *Appendices*. No changes in work shall begin without prior written approval by the Owner or its representative Engineer.

The completion of the POD 4 Substation Upgrades, complete and available for serving load, is required by **June 30, 2023**. Liquidated damages, as outlined in the Instructions to Bidders, shall start **August 25, 2023**.

2.7 Safety

All such work shall be performed per applicable safety rules and regulations including the Bidder’s own requirements. The Owner will perform any required power line switching.

3.0 Construction Assembly Units

A. Structures. *A Construction Assembly Unit consists of a structure, or structures, with bus supports including insulators buses, conductors, and overhead ground wires to adjacent structures within the substation, grounding material to connect equipment with the ground bus, and associated material including mounting brackets, supports for equipment, clamps, and connectors, all as in the Drawings.*

1. Substation Bus and Leads

- a. The Contractor shall furnish and install connectors and leads for the project. Twelve (12) connectors of size 1272 AAC to NEMA-4 pads and aluminum, tin-plated construction shall be required for terminating the breaker leads. Connectors shall be supercompression type (DMCPower CPLK9440D12720T).
- b. Contractor shall be responsible for the swage tooling necessary to properly affix supercompressor terminator connectors.
- c. Contractor shall furnish and install connectors necessary for grounding the breaker (Hubbell GC143A02TP and Hubbell SWH025BTP or approved equal).

B. Circuit Breakers. *A Construction Assembly Unit consists of one (1) complete three-phase power circuit breaker complete with supporting frame and control cabinet, unless shown otherwise in the Drawings, mounted as in the Drawings.*

The HV circuit breaker will be provided by The Owner. The Contractor shall be responsible for receiving, off-loading, storage, (per Manufacturer's instruction manual), proper assembly, and installation. Furthermore, The Contractor is responsible for removal of the existing Pennsylvania circuit breaker. The Owner's Engineer will be responsible for the control settings and operation of the breakers. The charging and testing of the breaker will be provided by the Owner.

- C. **Conduit and Cable.** *A Construction Assembly Unit consists of the wire, cable, conduit, and accessories necessary to complete the installation of equipment in accordance with the Drawings, where such installation has not been included in other Groups.*

Non-Metallic Conduit – Non-Encased – Not Required

The Contractor shall furnish and install rigid non-metallic, polyvinyl chloride (PVC), Schedule 40 conduit for all below-ground and aboveground control and low-voltage power cable conduit runs in the sizes and to the locations as shown on the Drawings, complete with appropriate pull strings.

The Contractor shall begin the conduit installation from the precast concrete cable trench to the appropriate equipment enclosure locations and junction boxes with cover plates per the Plans and Details. The Contractor shall furnish and install the rigid non-metallic, polyvinyl chloride (PVC) single gang switch/junction boxes with cover plates for the outdoor lights and outdoor receptacles in locations as shown on the Drawings and Details.

The Contractor shall install all conduits to the junction boxes and/or to the equipment cabinets and install pull-strings in preparation for pulling control cable. The Contractor shall install conduit, end caps, and pull-string for all future equipment installations in the locations as shown on the Drawings. The conduit system shall be installed in the straightest path possible and with the minimum number of bends in any given conduit run. The installation shall avoid sharp radius bends in any single conduit run. The minimum radius bend shall be per the Manufacturer's recommendations.

The conduit system installation shall be complete with adapters, fittings, elbows, sweeps, LBs, end caps, flexible liquid-tight fittings, pull-string, bushings, locknuts, and weatherheads, as required and as shown on the Detail Drawings for a complete installation. Conduits shall be cleaned, installed, and joined using the appropriate PVC cleaner and solvent cement, as recommended by the Manufacturer, at all fittings and joints in the layouts.

The below-ground conduit system for the control and low-voltage power cable installations shall be buried 2 feet below subgrade, excluding yard stone cover.

The Contractor shall exercise necessary precautions to prevent the accumulation of water, dirt, or concrete in the conduits during execution of the work. Conduits that have been deformed or crushed in any way shall not be installed. Conduits in which water or other foreign materials have been permitted to accumulate shall be cleaned thoroughly or the conduit run replaced where such accumulation cannot be removed by methods approved by the Engineer.

Trenches shall be of necessary width for the proper laying of the conduits and the trench banks shall be as nearly vertical as practicable. The bottom of the trenches shall be accurately graded to provide uniform bearing and support for each section of conduit on undisturbed soil at every point along its entire length. Care shall be taken not to excavate below the depth indicated. Unauthorized overdepth shall be backfilled with loose, granular, moist earth, thoroughly tamped. Whenever wet or otherwise unstable soil is encountered that is incapable of properly supporting the conduit (as determined by the Engineer) such soil shall be removed to the depth required and the trench backfilled to the proper grade with coarse sand, fine gravel, or other suitable material, as hereinafter specified.

In the event trenching excavations are in excess of 5 feet in depth, the trench shall include shoring or slope-cutting of vertical walls in accordance with OSHA regulations.

Non-Metallic Conduit – Concrete-Encased - Not Required

Electrical Metallic Tubing – Not Required

Cables

The Contractor shall submit qualifications for the electricians performing the installation and termination of the power and control wiring for the project to the Engineer for approval, upon award of Contract.

All power, control and fiber optic cables shall be clearly and permanently marked at each termination of the jacket in accordance with the cable numbers shown on the Cable Schedule. Each conductor shall be clearly and permanently marked at each termination. Each cable and each individual conductor shall be labeled using Brady "I.D. Pro Plus" Type wire marking sleeve or approved equal. Conductor markings shall be in accordance with the Drawings. The markers shall indicate on each end the device identification and device terminal numbers shown on the Drawings to be issued to the Contractor. The wire markers shall indicate the destination of the wire, not the origin. For example, the wire end terminated on Device 50/51 Terminal 2, whose other end is on Device 87T Terminal 2, shall be labeled 87T-2. Wiring shall be done in an orderly manner to permit the addition of Owner's wiring and for troubleshooting wire tracing. The cable jacket shall remain on the cable to a point within 1 foot of where the first conductor is terminated. At the termination of the jacket, the cable shall be securely sealed using plastic electrical tape. The cables shall be neatly bundled together and secured to the panel/cabinet using plastic cable tie wraps.

All power and control wiring shall be continuous from terminal point to terminal point; no splices will be permitted. Terminations shall be made using insulated ring tongue compression connectors, AMP PIDG; spade-type terminals shall not be used. All connections shall be made using silicon bronze lockwashers. All unused terminal block points and device terminals shall have silicon bronze lockwashers placed for future use. All control wiring shall be neatly dressed and tied using plastic cable ty-wraps, in each device. Terminations, wire markers, electrical tape, and ty-wraps shall be furnished by the Contractor. The Contractor is to terminate all power and control wiring unless indicated to be by Others.

Power cables shall be furnished, installed, and terminated by the Contractor. A list of power cable types, with suggested Manufacturer's and catalog numbers is included in the *Appendices*.

Control cables shall be furnished, installed, and terminated by the Contractor. A list of control cable types, with suggested Manufacturer's and catalog numbers is included in the *Appendices*.

- D. Site Preparation.** *A Construction Assembly Unit consists of clearing, grading, drainage work, and surfacing, as in the Drawings.*

The project site has been previously cleared, grubbed, and initially graded by the Owner. Once all below-grade construction activity described by this Specification is completed, the Contractor shall proceed with final grading, compaction, and clean-up and the addition and compaction of the yard stone to the entire station area. The Contractor shall furnish and install 3 inches of No. 57 washed stone on top of 3 inches of compacted No. ABC Crusher Run stone fill to a total depth of 6 inches over the substation area out to a distance of 4 feet beyond the substation fence. The Contractor shall use a vibratory roller to compact the layer of the Crusher Run stone prior to placement of No. 57 stone. The vibratory roller shall also be used to compact the No. 57 stone after final installation. The finished grade contours of the substation site shall be maintained after the Crusher Run stone has been installed. All areas disturbed by excavation beyond this stone base will also be seeded by the Contractor.

Yard, trench, and general backfilling of the substation site is required to return the disturbed areas to the previous finish grade prior to the construction. This shall constitute grading to the elevations shown on the Drawings, allowing an average of two percent (2%) of grade with the

natural slope of the ground for drainage. The area shall be brought to a smooth compacted plane in such a manner that there will be no pockets or depressions which will hold water, and so that the area will drain naturally. The trenches shall be carefully backfilled with the excavated materials approved for backfilling, consisting of earth, loam, sandy clay, sand and gravel, soft shale, or other approved materials, free from large clods of earth or stones, deposited in 6-inch layers and thoroughly and carefully tamped until the conduit or cable has a minimum cover of 1 foot. The remainder of the backfill material shall then be placed in the trench in 1-foot layers and tamped. Any trenches improperly backfilled, or where settlement occurs, shall be reopened to the depth required for proper compaction, then refilled and compacted, with the surface restored to the required grade and compaction as specified. Open trenches in roadways or other areas subject to traffic shall be backfilled in 6-inch, and each layer shall be moistened and compacted to a density at least equal to that of the surrounding earth and in such manner as to permit the rolling and compaction of the filled trench with the adjoining earth to provide the required bearing value. Finish grade areas shall be raked clean and free from all trash, wood, forms, and other debris after completion of work, and all spoil piles shall be leveled, and excess materials disposed of.

Where backfill is required only clean excavated materials shall be used. If the original excavated materials are soft, spongy, or otherwise unsuitable for backfill, suitable materials shall be brought in and used. Backfill shall be placed in horizontal layers not in excess of 12 inches in thickness, and thoroughly compacted. Backfill shall be compacted to a minimum of ninety-five percent (95%) Modified Proctor Density.

- E. Station Grounding.** *A Construction Assembly Unit consists of the complete ground bus including ground rods, grounding mats or platforms, except as otherwise provided in other Groups, with connections to structures, equipment, and fence as in the Drawings.*

Station Above-Grade Grounding

The Contractor shall furnish and install the above-grade grounding material to include the 2/0 bare copper and structure ground clamp connectors.

- F. Testing.** *A Construction Assembly Unit consists of relay testing services/commissioning of the station provided by the Contractor directly or through a testing company. Testing would include those procedures required for equipment installed under other construction assembly units.*

The Contractor shall perform testing for:

- a. Each control cable by means of meggering conductor-to-conductor and each conductor-to-ground prior to termination.
- b. Verify each control cable for proper cable and conductor size, type, and labeling per the Drawings.
- c. Each control cable termination shall be verified per the interconnect Drawings for proper conductor lugs, crimping, color codes, lock washers, and tightness.
- d. Verify control circuit AC and DC molded-case circuit breakers and fuses of the correct size and type.

The Contractor shall provide the required and acceptable documentation for all testing to the Owner.

APPENDICES

1. List of Drawings
2. Contractor-Furnished Cable Material List
3. Forms:
 - a. Material Receipt
 - b. Change Order
4. Vicinity Map
5. MWBE Affidavits

1

List of Drawings

**CITY OF ROCKY MOUNT
ROCKY MOUNT, NORTH CAROLINA**

**SPECIFICATIONS AND BID DOCUMENTS FOR
THE INSTALLATION OF THE
HV BREAKER at POD 4**

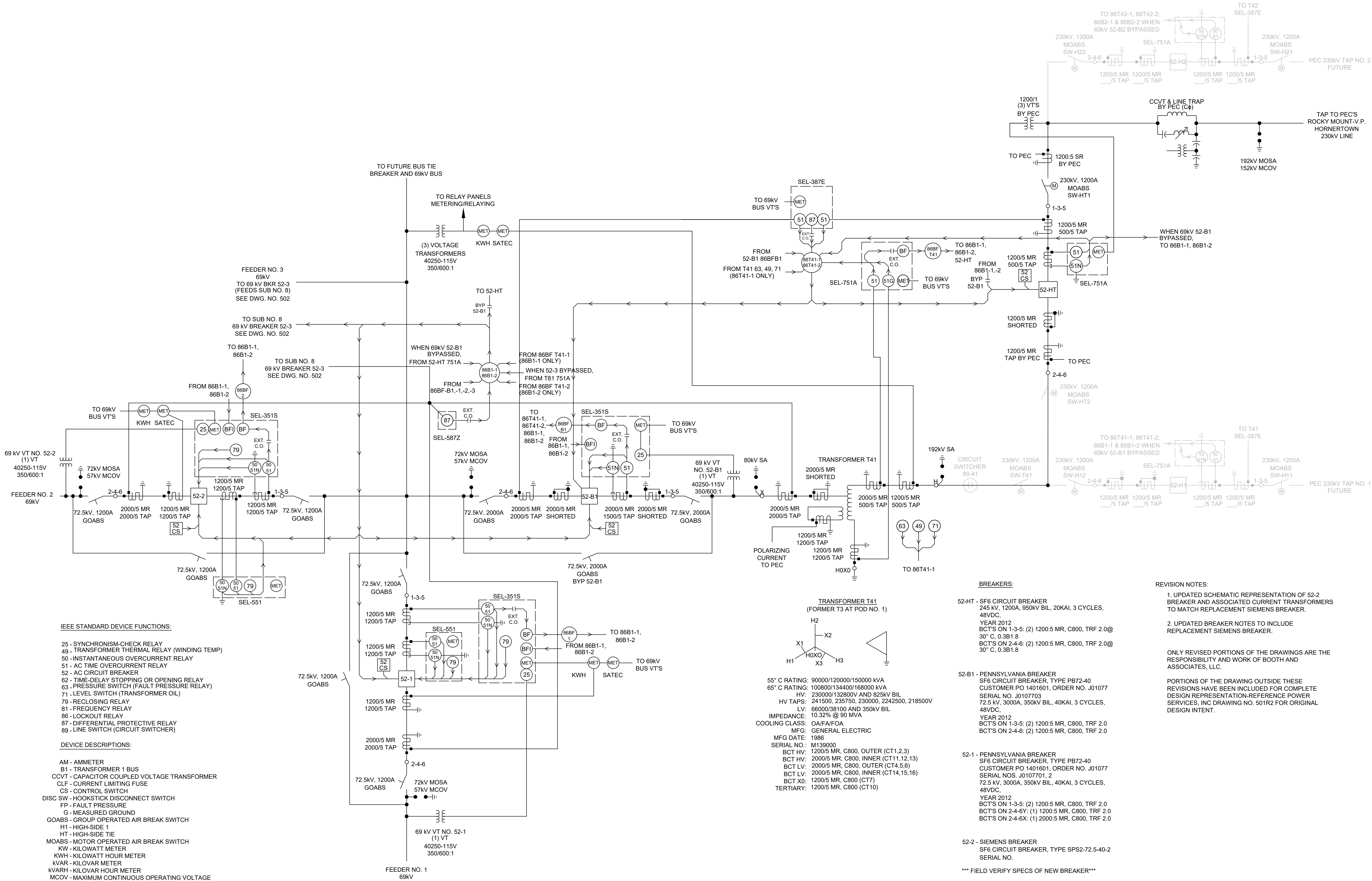
LIST OF DRAWINGS

The work shall conform to the following Drawings by Booth and Associates, LLC, all of which form a part of these Specifications. The Bidder is responsible for contacting the Engineer if any Drawings not indicated to be furnished at a later date are missing from their bid documents. If the Bidder does not contact the Engineer regarding any Drawings, their bid will be considered based on all Drawings and Specifications, as issued for bids.

SHEET NO. (188102)	TITLE
CP1	Cable Schedule
E01	One Line Diagram
E03	Three Line Diagram
E10	Panel No. 10 DC Elementary Diagram
E11	69 kV Feeder Breaker 52-2 DC Elementary Diagram (Panel No. 14)
E12	69 kV Feeder Breaker 52-2 DC Elementary Diagram
E13	69 kV Feeder Breaker 52-2 DC Elementary Diagram (Panel No. 11)
E22	52-2 Control Elementary Diagram (Panel No. 14)
E32	AC Elementary Diagram
E62	Panel No. 14 Interconnection Diagram
E70	120/240 VAC System Interconnection Diagram
E71	48 VDC System Interconnection Diagram
E80	Yard Interconnection Diagram

CONDUIT SCHEDULE				
CONDUIT GROUP	QUANTITY	SIZE	DESCRIPTION	
4000	1	2"	PEC - 52-HT BCTS TO CARRIER BLOCKING TERMINAL CABINET	
4001	1	2"	PEC - METERING -VT TO VT JUNCTION BOX	
4002	1	2"	PEC - METERING -VT TO VT JUNCTION BOX	
4003	1	2"	PEC - METERING - CT TO CT JUNCTION BOX	
4004	1	2"	PEC - METERING - CT TO CT JUNCTION BOX	
4005	1	2"	PEC - METERING - VT JUNCTION BOX TO METERING CABINET	
4006	1	1"	PEC - METERING - ABOVE GRADE TO CRM VT JCT BOX - SEE NOTE	
4007	1	2"	PEC - METERING - CRM VT JCT JUNCTION BOX TO TRENCH	
4008	1	1"	PEC - METERING - ABOVE GRADE - CT J-BOX TO METERING CAB.	
4009	1	2"	PEC - METERING TO TELECOMM CABINET	
4010	1	2"	PEC - PEC LINE SWITCH TO TELECOMM CABINET (BY PEC)	
4011	1	2"	PEC - CARRIER SIGNAL INJECTION - LINE TRAP/CCVT TO BUILDING	
4012	2	2"	PEC - AC POWER TO RTU CABINET AT PEC LINE SWITCH	
4013	1	2"	PEC - TEMPORARY AC	
4101	1	2"	AC/DC POWER	
	1	2"	CONTROL & INDICATION	
4110	1	2"	AC/DC POWER	
	1	3"	CTS, CONTROL & INDICATION, SCADA, SPARE CABLE	
	1	2"	SPARE CONDUIT	
4120	1	2"	DC POWER	
	1	3"	CTS	
	1	3"	CONTROL & INDICATION, ALARM, SCADA, SPARE CABLE	
	2	2"	SPARE CONDUIT	
4121	1	2"	AC POWER 3-PHASE	
4122	1	2"	AC POWER 3-PHASE	
4130	1	2"	AC/DC POWER	
	1	3"	CTS, CONTROL & INDICATION, SCADA, SPARE CABLE	
	1	2"	SPARE CONDUIT	
4131	1	2"	CONTROL & INDICATION	
4151	1	2"	AC/DC POWER	
	1	2"	CTS	
	1	3"	CONTROL & INDICATION, SCADA, SPARE CABLE	
	1	2"	SPARE CONDUIT	
4152	1	2"	AC/DC POWER	
	1	2"	CTS	
	1	3"	CONTROL & INDICATION, SCADA, SPARE CABLE	
	1	2"	SPARE CONDUIT	
4160A	1	1"	69 kV BUS VTS - ABOVE GRADE	
4160	1	2"	69 kV BUS VTS	
4161A	1	1"	69 kV 52-B1 VT - ABOVE GRADE	
4161	1	2"	69 kV 52-B1 VT	
4162A	1	1"	69 kV 52-1 VT - ABOVE GRADE	
4162	1	2"	69 kV 52-1 VT	
4163A	1	1"	69 kV 52-2 VT - ABOVE GRADE	
4163	1	2"	69 kV 52-2 VT	
4164	1	2"	230 kV VT JUNCTION BOX (PROVIDED BY PEC -- SEE NOTES)	
4170	1	2"	AC POWER	
4171	1	2"	AC POWER - TIE LEG	
4190	2	2"	STATION LIGHTS	
4190A	1	1"	STATION LIGHTS - ABOVE GRADE	
4191	2	2"	STATION LIGHTS	
4191A	1	1"	STATION LIGHTS - ABOVE GRADE	
4192	2	2"	STATION LIGHTS	
4192A	1	1"	STATION LIGHTS - ABOVE GRADE	
4193	2	2"	STATION LIGHTS	
4193A	1	1"	STATION LIGHTS - ABOVE GRADE	
4194	1	2"	STATION LIGHTS	
4194A	1	1"	STATION LIGHTS - ABOVE GRADE	
4195	2	2"	STATION LIGHTS	
4195A	1	1"	STATION LIGHTS - ABOVE GRADE	
4196	2	2"	STATION LIGHTS	
4196A	1	1"	STATION LIGHTS - ABOVE GRADE	
4197	2	2"	STATION LIGHTS	
4197A	1	1"	STATION LIGHTS - ABOVE GRADE	
4198	2	2"	STATION LIGHTS	
4198A	1	1"	STATION LIGHTS - ABOVE GRADE	
4199	1	2"	STATION LIGHTS	
4199A	1	1"	STATION LIGHTS - ABOVE GRADE	

CABLE SCHEDULE						
CABLE NUMBER	CABLE TYPE	ANIXTER PART NO.	COLOR CODE	CABLE		
				ORIGIN	DESTINATION	FUNCTION
41010	4/C #10	2MR-1004-1	E1	AC PANEL NO. 1	230 kV MOABS SW-1	AC SUPPLY
41011	3/C #2	3MR-0203	M4	DC PANEL NO. 1	230 kV MOABS SW-1	DC SUPPLY
41012	12/C #10	2MR-1012	E2	RELAY PANEL NO. 9	230 kV MOABS SW-1	CONTROL & INDICATION
41100	4/C #10	2MR-1004-1	E1	AC PANEL NO. 1	230 kV BREAKER 52-HT	AC SUPPLY
41101	3/C #2	3MR-0203	E2	DC PANEL NO. 1	230 kV BREAKER 52-HT	DC SUPPLY - MOTOR
41102	2/C #10	2MR-1002	E2	DC PANEL NO. 1	230 kV BREAKER 52-HT	DC SUPPLY - CONTROL
41103	4/C #10	2MR-1004	E2	RELAY PANEL NO. 10	230 kV BREAKER 52-HT	CTS - 1-3-5X OUTER
41104	4/C #10	2MR-1004	E2	RELAY PANEL NO. 9	230 kV BREAKER 52-HT	CTS - 1-3-5Y INNER
41105	4/C #10	2MR-1004	E2	RELAY PANEL NO. 9	230 kV BREAKER 52-HT	CTS - 2-4-6Y INNER
41106	12/C #10	2MR-1012	E2	RELAY PANEL NO. 9	230 kV BREAKER 52-HT	CONTROL & INDICATION
41107	12/C #10	2MR-1012	E2	RELAY PANEL NO. 9	230 kV BREAKER 52-HT	CONTROL & INDICATION
41108	12/C #10	2MR-1012	E2	RELAY PANEL NO. 9	230 kV BREAKER 52-HT	SPARE
41200	3/C #10	3MR-1013	M4	PADMOUNT TRANSFORMER NO. 2	TRANSFORMER T41	3-PHASE AC SUPPLY
41201	2/C #10	2MR-1002	E2	DC PANEL NO.1	DC CONVERTER	DC SUPPLY 48V
41202	2/C #10	2MR-1002	E2	DC CONVERTER	TRANSFORMER T41	DC SUPPLY 125V
41203	4/C #10	2MR-1004	E2	RELAY PANEL NO. 10	TRANSFORMER T41	CTS - HV OUTER
41204	4/C #10	2MR-1004	E2	RELAY PANEL NO. 10	TRANSFORMER T41	CTS - HV INNER
41205	4/C #10	2MR-1004	E2	CT JUNCTION BOX NO. 1	TRANSFORMER T41	CTS - LV OUTER
41206	4/C #10	2MR-1004	E2	RELAY PANEL NO. 10	TRANSFORMER T41	CTS - LV INNER
41207	4/C #10	2MR-1004	E2	RELAY PANEL NO. 10	TRANSFORMER T41	CTS - HOXD
41208	4/C #10	2MR-1004	E2	RELAY PANEL NO. 9	TRANSFORMER T41	CTS - TERTIARY
41209	12/C #10	2MR-1012	E2	RELAY PANEL NO. 10	TRANSFORMER T41	CONTROL & INDICATION
41210	12/C #10	2MR-1012	E2	RELAY PANEL NO. 10	TRANSFORMER T41	ALARMS
41211	Cat5, Outdoor w/ Shield			RELAY PANEL NO. 10	TRANSFORMER T41	SPARE
41300	4/C #10	2MR-1004-1	E1	AC PANEL NO. 1	69 kV BREAKER 52-B1	AC SUPPLY
41301	3/C #2	3MR-0203	E2	DC PANEL NO. 1	69 kV BREAKER 52-B1	DC SUPPLY - MOTOR
41302	2/C #10	2MR-1002	E2	DC PANEL NO. 1	69 kV BREAKER 52-B1	DC SUPPLY - CONTROL
41303	4/C #10	2MR-1004	E2	RELAY PANEL NO. 12	69 kV BREAKER 52-B1	CTS 1-3-5X OUTER
41304	4/C #10	2MR-1004	E2	RELAY PANEL NO. 12	69 kV BREAKER 52-B1	CTS - 1-3-5Y INNER
41305	4/C #10	2MR-1004	E2	RELAY PANEL NO. 10	69 kV BREAKER 52-B1	CTS - 2-4-6X OUTER
41306	4/C #10	2MR-1004	E2	RELAY PANEL NO. 12	69 kV BREAKER 52-B1	CTS - 2-4-6Y OUTER
41307	12/C #10	2MR-1012	E2	RELAY PANEL NO. 12	69 kV BREAKER 52-B1	CONTROL & INDICATION
41308	12/C #10	2MR-1012	E2	RELAY PANEL NO. 12	69 kV BREAKER 52-B1	CONTROL & INDICATION
41309	12/C #10	2MR-1012	E2	RELAY PANEL NO. 12	69 kV BREAKER 52-B1	SPARE
41310	12/C #10	2MR-1012	E2	RELAY PANEL NO. 10	69 kV BKR 52-B1 BYP GOABS	STATUS
41510	4/C #10	2MR-1004-1	E1	AC PANEL NO. 1	69 kV BREAKER 52-1	AC SUPPLY
41511	3/C #2	3MR-0203	E2	DC PANEL NO. 1	69 kV BREAKER 52-1	DC SUPPLY - MOTOR
41512	2/C #10	2MR-1002	E2	DC PANEL NO. 1	69 kV BREAKER 52-1	DC SUPPLY - CONTROL
41513	4/C #10	2MR-1004	E2	RELAY PANEL NO. 13	69 kV BREAKER 52-1	CTS - 1-3-5X OUTER
41514	4/C #10	2MR-1004	E2	RELAY PANEL NO. 13	69 kV BREAKER 52-1	CTS - 1-3-5Y INNER
41515	4/C #10	2MR-1004	E2	CT JUNCTION BOX NO. 1	69 kV BREAKER 52-1	CTS - 2-4-6X OUTER
41516	4/C #10	2MR-1004	E2	RELAY PANEL NO. 13	69 kV BREAKER 52-1	CTS - 2-4-6Y INNER
41517	12/C #10	2MR-1012	E2	RELAY PANEL NO. 13	69 kV BREAKER 52-1	CONTROL & INDICATION
41518	12/C #10	2MR-1012	E2	RELAY PANEL NO. 13	69 kV BREAKER 52-1	ALARMS
41520	4/C #10	2MR-1004-1	E1	AC PANEL NO. 1	69 kV BREAKER 52-2	AC SUPPLY
41521	4/C #10	2MR-1004-1	E1	AC PANEL NO. 1	69 kV BREAKER 52-2	AC SUPPLY-240VAC RECP.T.
41522	2/C #10	2MR-1002	E2	DC PANEL NO. 1	69 kV BREAKER 52-2	DC SUPPLY - CONTROL
41523	4/C #10	2MR-1004	E2	RELAY PANEL NO. 14	69 kV BREAKER 52-2	CTS - 1-3-5X OUTER
41524	4/C #10	2MR-1004	E2	RELAY PANEL NO. 14	69 kV BREAKER 52-2	CTS - 1-3-5Y INNER
41525	4/C #10	2MR-1004	E2	CT JUNCTION BOX NO. 1	69 kV BREAKER 52-2	CTS - 2-4-6X OUTER
41526	4/C #10	2MR-1004	E2	RELAY PANEL NO. 14	69 kV BREAKER 52-2	CTS - 2-4-6Y INNER
41527	12/C #10	2MR-1012	E2	RELAY PANEL NO. 14	69 kV BREAKER 52-2	CONTROL & INDICATION
41528	12/C #10	2MR-1012	E2	RELAY PANEL NO. 14	69 kV BREAKER 52-2	ALARMS
41600	4/C #10	2MR-1004	E2	69 kV VOLTAGE TRANSFORMERS	VT JUNCTION BOX NO. 1	VTS - METERING
41601	4/C #10	2MR-1004	E2	VT JUNCTION BOX NO. 1	RELAY PANEL NO. 2	VTS - METERING
41602	4/C #10	2MR-1004	E2	RELAY PANEL NO. 2	RELAY PANEL NO. 10	VTS - METERING
41604	4/C #10	2MR-1004	E2	RELAY PANEL NO. 10	RELAY PANEL NO. 12	VTS - METERING
41605	4/C #10	2MR-1004	E2	RELAY PANEL NO. 12	RELAY PANEL NO. 13	VTS - METERING
41606	4/C #10	2MR-1004	E2	RELAY PANEL NO. 13	RELAY PANEL NO. 14	VTS - METERING
41607	2/C #10	2MR-1002-1	E1	VT NO. 69 kV 52-B1	VT JUNCTION BOX NO. 69 kV 52-B1	VT - SYNC CHECK
41608	2/C #10	2MR-1002-1	E1	VT JUNCTION BOX NO. 69 kV 52-B1	RELAY PANEL NO. 12	VT - SYNC CHECK
41609	2/C #10	2MR-1002-1	E1	VT NO. 52-1	VT JUNCTION BOX NO. 52-1	VT - SYNC CHECK
41610	2/C #10	2MR-1002-1	E1	VT JUNCTION BOX NO. 52-1	RELAY PANEL NO. 13	VT - SYNC CHECK
41611	2/C #10	2MR-1002-1	E1	VT NO. 52-2	VT JUNCTION BOX NO. 52-2	VT - SYNC CHECK
41612	2/C #10	2MR-1002-1	E1	VT JUNCTION BOX NO. 52-2	RELAY PANEL NO. 14	VT - SYNC CHECK
41613	4/C #10	2MR-1004	E2	CT JUNCTION BOX NO. 1	RELAY PANEL NO. 11	CTS - DIFFERENTIAL
41614	4/C #10	2MR-1004	E2	DUKE METERING BOX	RELAY PANEL #9	VT - METERING
41615	4/C #10	2MR-1004	E2	CCVT	SPARE	
41700	3/C #10	3MR-1013	M4	PADMOUNT TRANSFORMER NO. 1	AUTOMATIC TRANSFER SWITCH	AC SUPPLY PRIMARY
41701	3/C #10	3MR-1013	M4	PADMOUNT TRANSFORMER NO. 1	PADMOUNT TRANSFORMER NO. 2	AC SUPPLY TIE LEG
41702	4/C #10	2MR-1004-1	E1	AC PANEL NO. 2	RELAY PANEL NO. 9	AC SUPPLY
41703	4/C #10	2MR-1004-1	E1	AC PANEL NO. 2	RELAY PANEL NO. 10	AC SUPPLY
41704	4/C #10	2MR-1004-1	E1	AC PANEL NO. 2	RELAY PANEL NO. 11	AC SUPPLY
41705	4/C #10	2MR-1004-1	E1	AC PANEL NO. 2	RELAY PANEL NO. 12	AC SUPPLY
41706	4/C #10	2MR-1004-1	E1	AC PANEL NO. 2	RELAY PANEL NO. 13	AC SUPPLY
41707	4/C #10	2MR-1004-1	E1	AC PANEL NO. 2	RELAY PANEL NO. 14	AC SUPPLY
41710	2/C #10"	2MR-1002	E2	CHARGER NO. 1	RELAY PANEL NO. 2	CHARGER ALARMS
41711	2/C #10	2MR-1002	E2	CHARGER NO. 1	BATTERY NO. 1	DC SUPPLY
41712	3/C #10	3MR-1013	M4	BATTERY NO. 1	DC PANEL NO. 1	DC SUPPLY
41713	2/C #10	2MR-1002	E2	DC PANEL NO. 2	RELAY PANEL NO. 9	DC SUPPLY
41714	2/C #10	2MR-1002	E2	DC PANEL NO. 2	RELAY PANEL NO. 10	DC SUPPLY
41715	2/C #10	2MR-1002	E2	DC PANEL NO. 2	RELAY PANEL NO. 11	DC SUPPLY
41716	2/C #10	2MR-1002	E2	DC PANEL NO. 2	RELAY PANEL NO. 12	DC SUPPLY
41717	2/C #10	2MR-1002	E2	DC PANEL NO. 2	RELAY PANEL NO. 13	DC SUPPLY
41718	2/C #10	2MR-1002	E2	DC PANEL NO. 2	RELAY PANEL NO. 14	DC SUPPLY
*SEE NOTES						
41800	12/C #10	2MR-1012	E2	RELAY PANEL NO. 2	RELAY PANEL NO. 10	CONTROL & INDICATION
41801	12/C #10	2MR-1012	E2	RELAY PANEL NO. 2	RELAY PANEL NO. 10	CONTROL & INDICATION
41802	Cat5, Outdoor w/ Shield			RELAY PANEL NO. 10	RELAY PANEL NO. 9	ALARMS
41803	Cat5, Outdoor w/ Shield			RELAY PANEL NO. 11	RELAY PANEL NO. 6	ALARMS



IEEE STANDARD DEVICE FUNCTIONS:

- 25 - SYNCHRONISM-CHECK RELAY
- 49 - TRANSFORMER THERMAL RELAY (WINDING TEMP)
- 50 - INSTANTANEOUS OVERCURRENT RELAY
- 51 - AC TIME OVERCURRENT RELAY
- 52 - AC CIRCUIT BREAKER
- 62 - TIME-DELAY STOPPING OR OPENING RELAY
- 63 - PRESSURE SWITCH (FAULT PRESSURE RELAY)
- 71 - LEVEL SWITCH (TRANSFORMER OIL)
- 79 - RECLOSING RELAY
- 81 - FREQUENCY RELAY
- 86 - LOCKOUT RELAY
- 87 - DIFFERENTIAL PROTECTIVE RELAY
- 89 - LINE SWITCH (CIRCUIT SWITCHER)

DEVICE DESCRIPTIONS:

- AM - AMMETER
- B1 - TRANSFORMER 1 BUS
- CCVT - CAPACITOR COUPLED VOLTAGE TRANSFORMER
- CLF - CURRENT LIMITING FUSE
- CS - CONTROL SWITCH
- DISC SW - HOOKSTICK DISCONNECT SWITCH
- FP - FAULT PRESSURE
- G - MEASURED GROUND
- GOABS - GROUP OPERATED AIR BREAK SWITCH
- H1 - HIGH-SIDE 1
- HT - HIGH-SIDE TIE
- MOABS - MOTOR OPERATED AIR BREAK SWITCH
- KW - KILOWATT METER
- KWH - KILOWATT HOUR METER
- KVAR - KILOVAR METER
- KVARH - KILOVAR HOUR METER
- MCOV - MAXIMUM CONTINUOUS OPERATING VOLTAGE
- MOSA - METAL OXIDE SURGE ARRESTER
- MR - MULTI-RATIO
- N - RESIDUAL/CALCULATED GROUND
- SR - SINGLE RATIO
- T41 - TRANSFORMER 41
- VM - VOLT-METER
- VR - VOLTAGE REGULATOR
- VT - VOLTAGE TRANSFORMER

BREAKERS:

52-HT - SF6 CIRCUIT BREAKER
245 kV, 1200A, 950kV BIL, 20kAI, 3 CYCLES, 48VDC.
YEAR 2012
BCTS ON 1-3-5: (2) 1200:5 MR, C800, TRF 2.0@ 30° C, 0.3B1.8
BCTS ON 2-4-6: (2) 1200:5 MR, C800, TRF 2.0@ 30° C, 0.3B1.8

52-B1 - PENNSYLVANIA BREAKER
SF6 CIRCUIT BREAKER, TYPE PB72-40
CUSTOMER PO 1401601, ORDER NO. J01077
SERIAL NO. J0107703
72.5 kV, 3000A, 350kV BIL, 40kAI, 3 CYCLES, 48VDC.
YEAR 2012
BCTS ON 1-3-5: (2) 1200:5 MR, C800, TRF 2.0
BCTS ON 2-4-6: (2) 1200:5 MR, C800, TRF 2.0

52-1 - PENNSYLVANIA BREAKER
SF6 CIRCUIT BREAKER, TYPE PB72-40
CUSTOMER PO 1401601, ORDER NO. J01077
SERIAL NOS. J0107701, 2
72.5 kV, 3000A, 350kV BIL, 40kAI, 3 CYCLES, 48VDC.
YEAR 2012
BCTS ON 1-3-5: (2) 1200:5 MR, C800, TRF 2.0
BCTS ON 2-4-6: (1) 1200:5 MR, C800, TRF 2.0
BCTS ON 2-4-6X: (1) 2000:5 MR, C800, TRF 2.0

52-2 - SIEMENS BREAKER
SF6 CIRCUIT BREAKER, TYPE SPS2-72.5-40-2
SERIAL NO.

*** FIELD VERIFY SPECS OF NEW BREAKER***

REVISION NOTES:

1. UPDATED SCHEMATIC REPRESENTATION OF 52-2 BREAKER AND ASSOCIATED CURRENT TRANSFORMERS TO MATCH REPLACEMENT SIEMENS BREAKER.
2. UPDATED BREAKER NOTES TO INCLUDE REPLACEMENT SIEMENS BREAKER.

ONLY REVISED PORTIONS OF THE DRAWINGS ARE THE RESPONSIBILITY AND WORK OF BOOTH AND ASSOCIATES, LLC.

PORTIONS OF THE DRAWING OUTSIDE THESE REVISIONS HAVE BEEN INCLUDED FOR COMPLETE DESIGN REPRESENTATION-REFERENCE POWER SERVICES, INC DRAWING NO. 501R2 FOR ORIGINAL DESIGN INTENT.

ROCKY MOUNT
ENERGY RESOURCES
THE CENTER OF IT ALL

Booth & Associates
2200 Reawoods Drive Suite 300, Raleigh NC 27607
NC F-0221

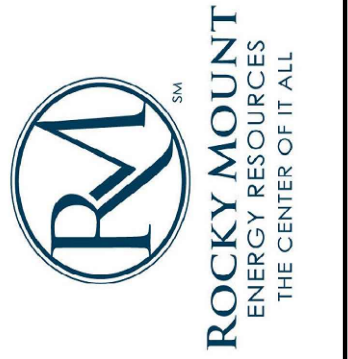
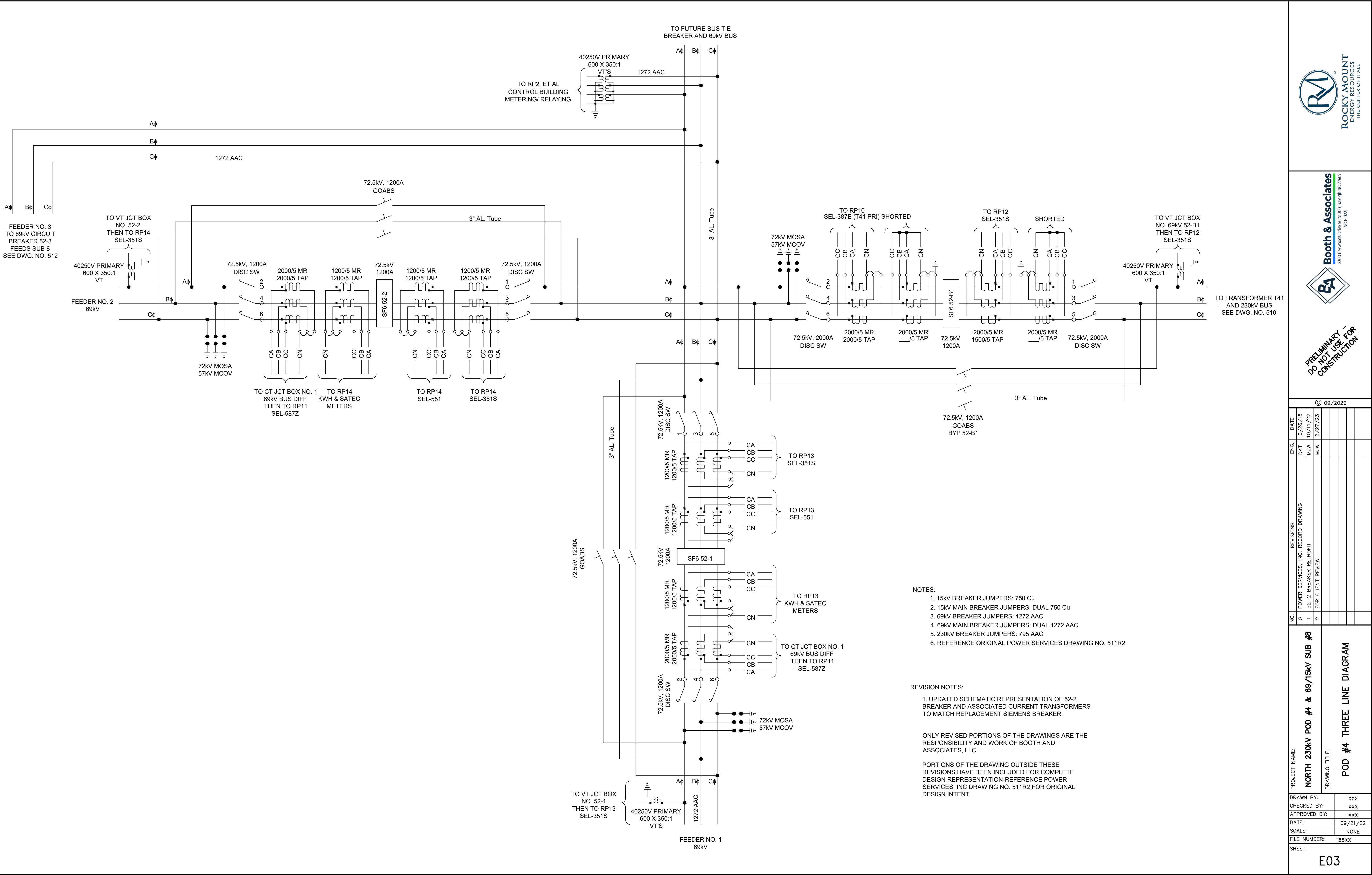
PRELIMINARY -
DO NOT USE FOR
CONSTRUCTION

NO.	REVISIONS	ENG.	DATE
0	POWER SERVICES, INC. RECORD DRAWING	DKT	10/26/15
1	52-2 BREAKER RETROFIT	MJW	10/11/22
2	FOR CLIENT REVIEW	MJW	2/27/23

PROJECT NAME:
NORTH 230KV POD #4 & 69/15KV SUB #8

DRAWING TITLE:
POD #4 SINGLE LINE DIAGRAM

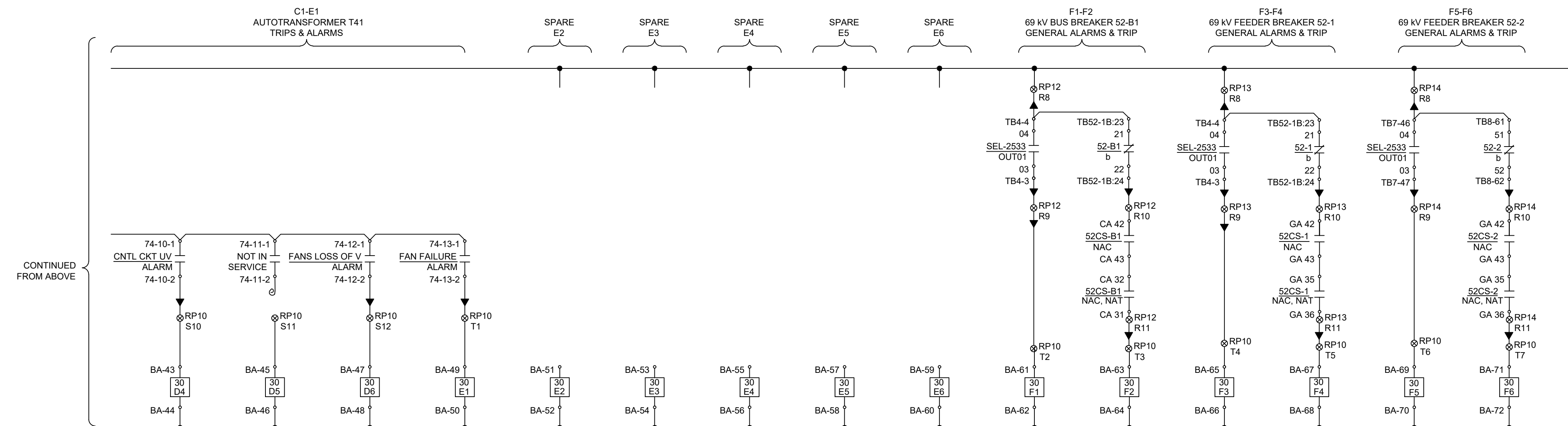
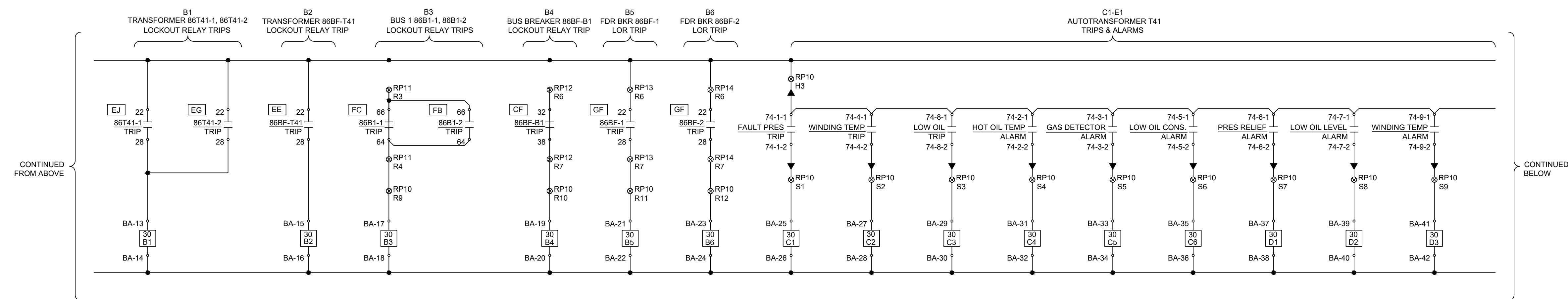
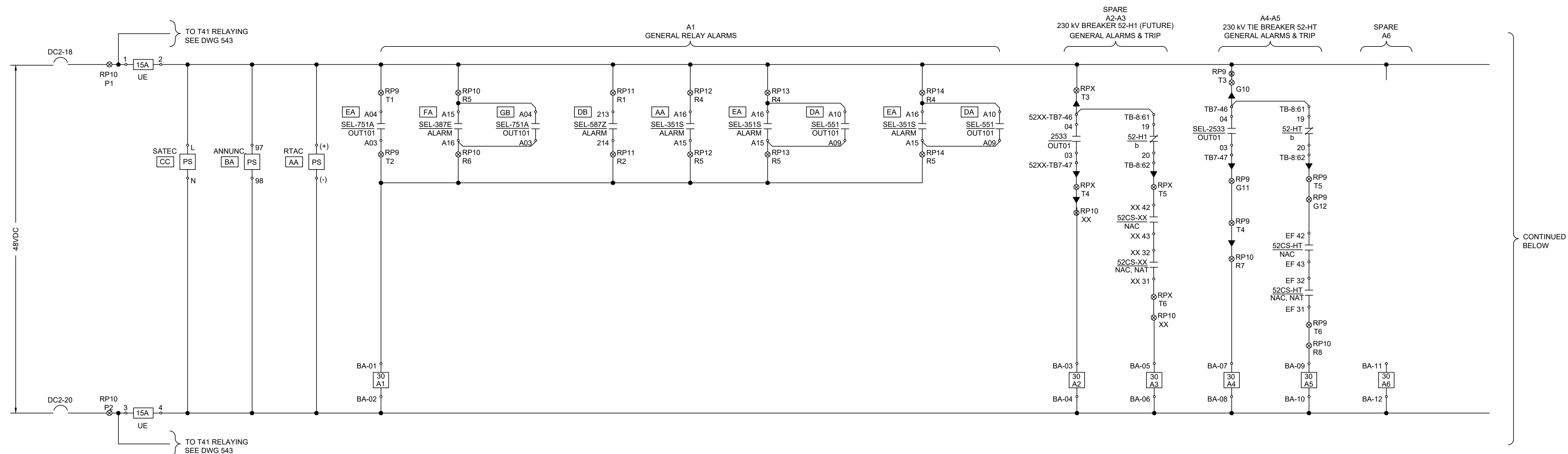
DRAWN BY:	xxx
CHECKED BY:	xxx
APPROVED BY:	xxx
DATE:	09/21/22
SCALE:	NONE
FILE NUMBER:	188XX
SHEET:	E01



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NO.		ENG.		DATE	
0		POWER SERVICES, INC. RECORD DRAWING		10/26/15	
1		52-2 BREAKER RETROFIT		10/11/22	
2		FOR CLIENT REVIEW		2/27/23	

PROJECT NAME:		NORTH 230kV POD #4 & 69/15kV SUB #8	
DRAWING TITLE:		POD #4 THREE LINE DIAGRAM	
DRAWN BY:		xxx	
CHECKED BY:		xxx	
APPROVED BY:		xxx	
DATE:		09/21/22	
SCALE:		NONE	
FILE NUMBER:		188XX	
SHEET:		E03	

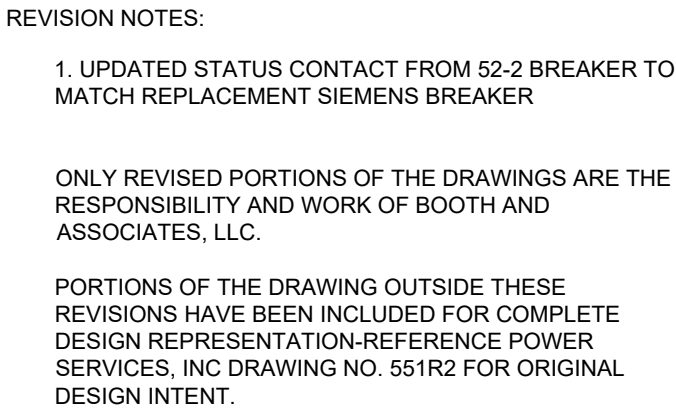


REVISION NOTES:

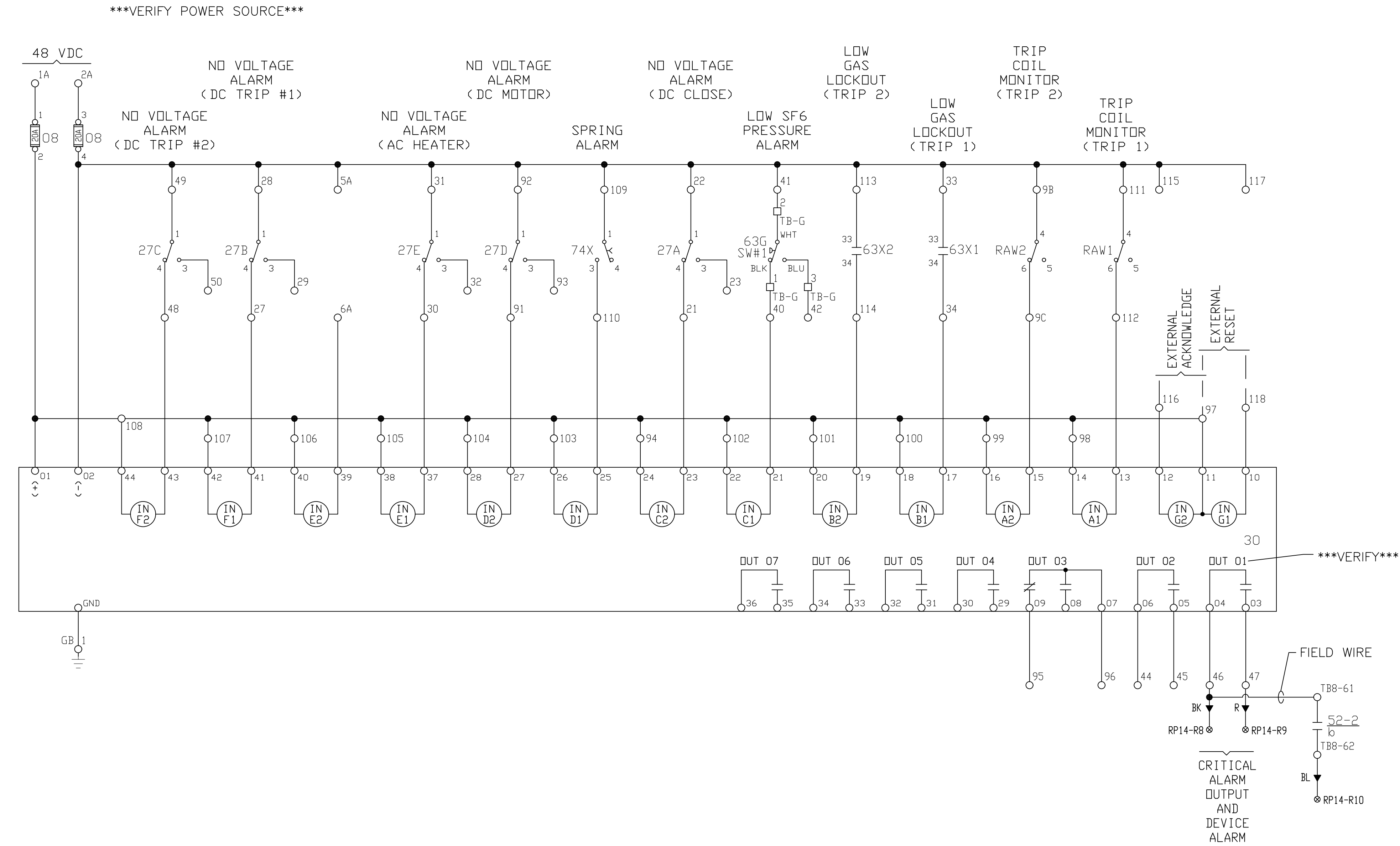
1. UPDATED GENERAL ALARM AND TRIP CONTACTS FROM 52-2 BREAKER TO 52-2 REPLACEMENT SIEMENS BREAKER.

ONLY REVISED PORTIONS OF THE DRAWINGS ARE THE RESPONSIBILITY AND WORK OF BOOTH AND ASSOCIATES, LLC.

PORTIONS OF THE DRAWING OUTSIDE THESE REVISIONS HAVE BEEN INCLUDED FOR COMPLETE DESIGN REPRESENTATION-REFERENCE POWER SERVICES, INC DRAWING NO. 545R2 FOR ORIGINAL DESIGN INTENT.



E11



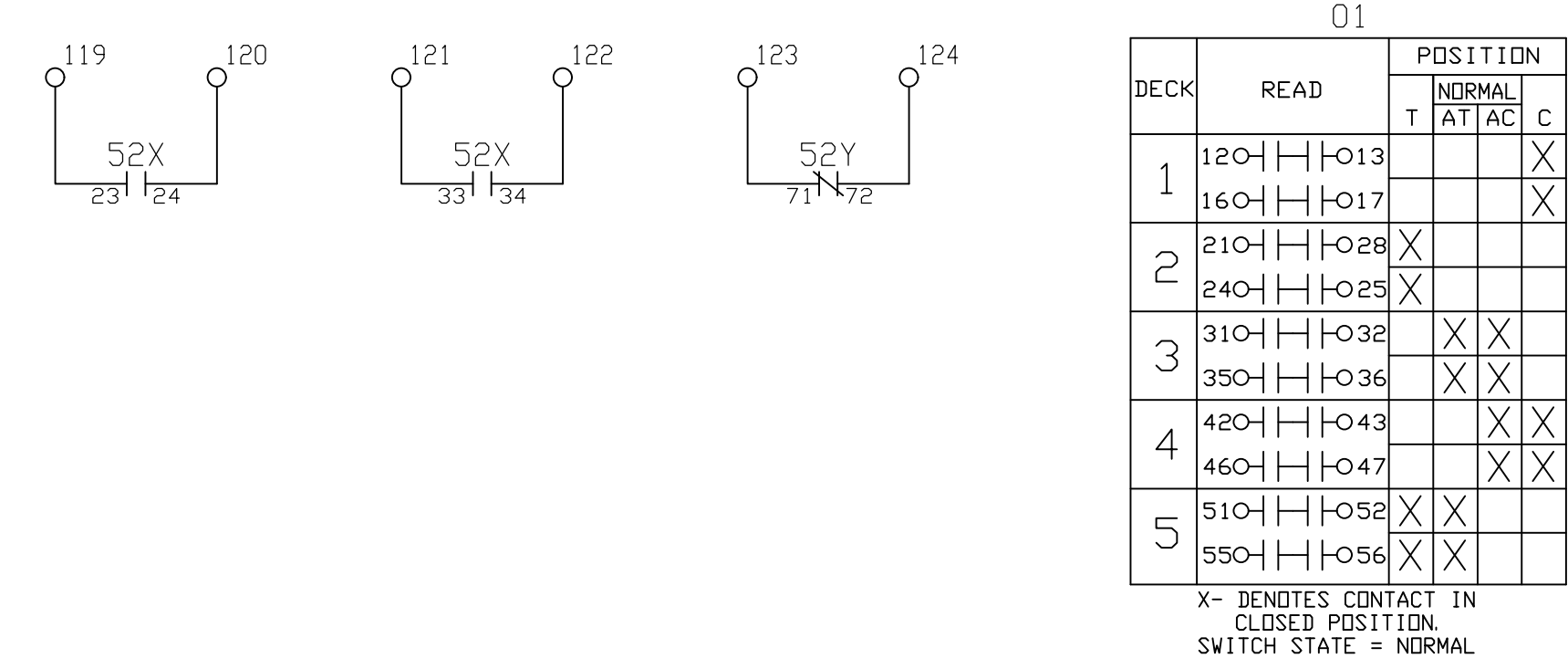
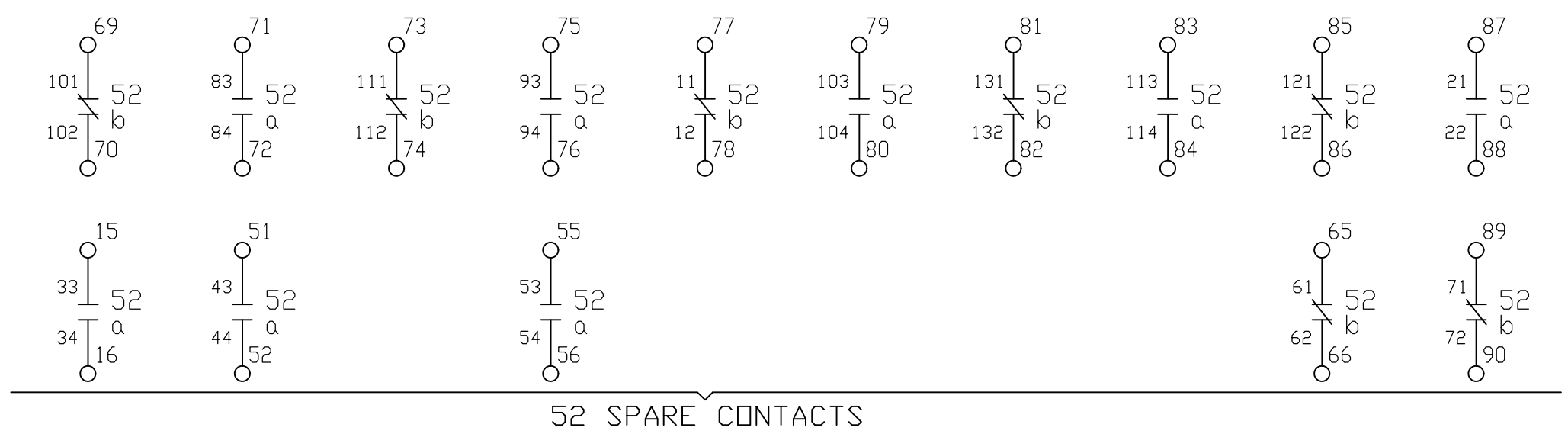
69kV FEEDER BREAKER 52-2
REFERENCE MANUFACTURER
DRAWING NO. 72481403417 1 OF 4

LEGEND

- INTERCONNECT FROM YARD
- RELAY PANEL TERMINAL
- FIELD EQUIPMENT TERMINAL
- SCADA RTU TERMINAL
- DEVICE TERMINAL
- TRANSFORMER CONTROL TERMINAL

NOTES:

- ALL EQUIPMENT SHOWN WITH: CIRCUIT BREAKER OPEN, CONTROL VOLTAGE OFF, SF6 PRESSURE LOW, SPRING DISCHARGED, TEMPERATURE LOW.
- ALL BREAKER AUXILIARY SWITCHES SHOWN AS:
(a=OPEN/BKR OPEN b=CLOSED/BKR OPEN)



38 - 72.5 kV
63G
PRESSURE SWITCH SETTINGS (SF6)
SWITCH 1 (ALARM) 57.0 PSIG @68°F
SWITCH 2 (CUTOUT) 51.0 PSIG @68°F
SWITCH 3 (CUTOUT) 51.0 PSIG @68°F

63G
PRESSURE SWITCH SETTINGS (SF6)
SWITCH 1 (ALARM) 75.0 PSIG @68°F
SWITCH 2 (CUTOUT) 72.0 PSIG @68°F
SWITCH 3 (CUTOUT) 72.0 PSIG @68°F

***2ND PASS APPROVED DRAWINGS AS
REFERENCE UNTIL BREAKER ARRIVES. DRAWING
NO. 72481403417 SH.1 IN M-FILES, ROCKY
MOUNT, 230 TO 66kV POD 1-2-3***

VERIFY OUT01

ROCKY MOUNT
ENERGY RESOURCES
THE CENTER OF IT ALL

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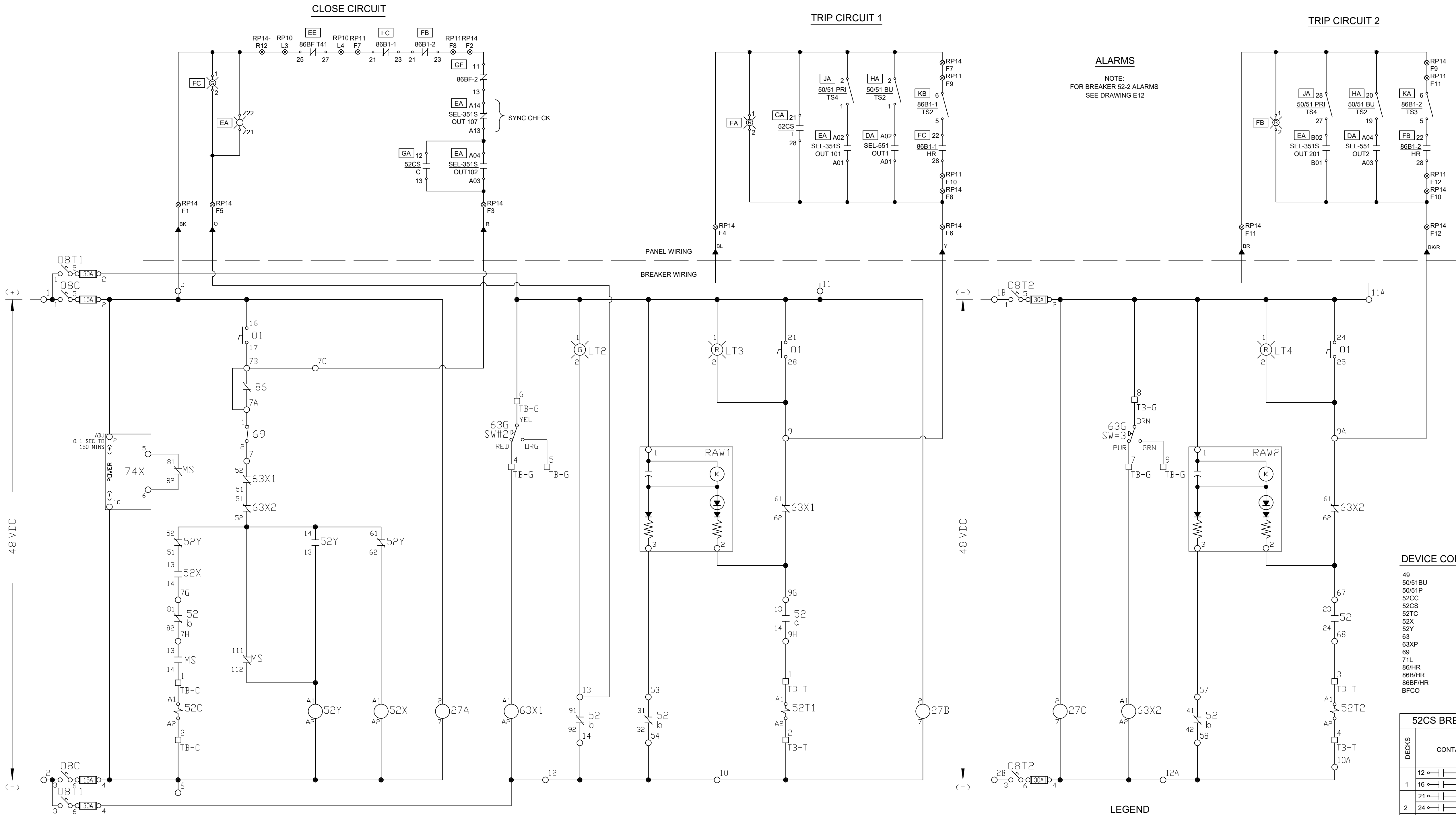
NO.	DATE	ENG.	REV.	DESCRIPTION
0	10/11/22	MJM	0	52-2 BREAKER RETROFIT
1	2/27/23	MJM	1	FOR CLIENT REVIEW

PROJECT NAME:
NORTH 230kV POD #4 & 69/15kV SUB #8

DRAWING TITLE:
69kV FEEDER BREAKER 52-2
DC ELEMENTARY DIAGRAM

DRAWN BY:	xxx
CHECKED BY:	xxx
APPROVED BY:	xxx
DATE:	09/21/22
SCALE:	NONE
FILE NUMBER:	188XX
SHEET:	

E12



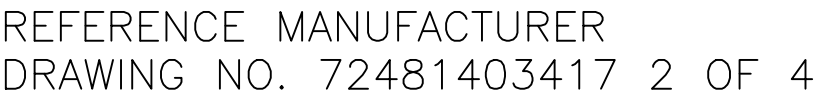
DEVICE CODES

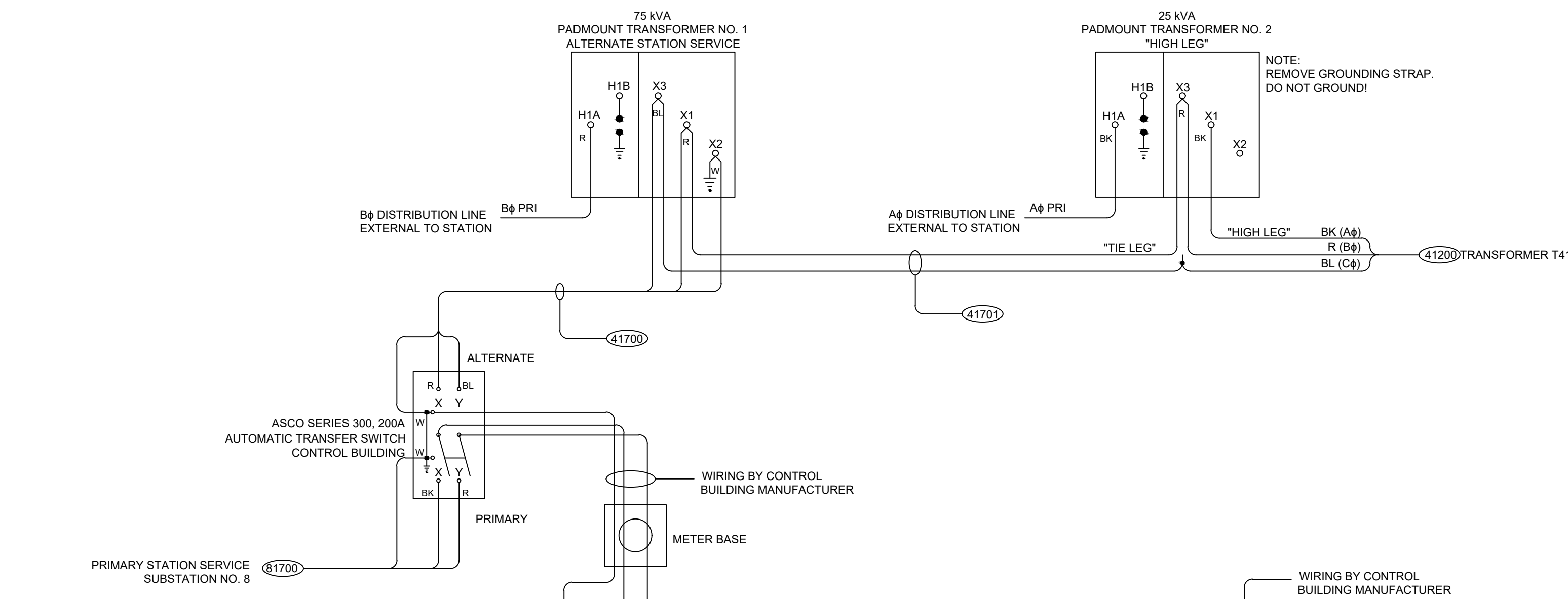
49 LINE BACKUP OVERCURRENT RELAY
50/51P LINE PRIMARY OVERCURRENT RELAY
52CC BREAKER CLOSE COIL
52CS BREAKER CONTROL SWITCH
52TC BREAKER TRIP COIL
52X BREAKER CLOSE AUXILIARY RELAY
52Y ANTI-PUMP RELAY
63 GAS PRESSURE CONTACT
63XP LOW GAS AUXILIARY RELAY
69 PERMISSIVE CONTROL DEVICE
71L TRANSFORMER FLUID LEVEL ALARM RELAY
86HR LOCKOUT RELAY - HAND RESET
86B/HR BUS LOCKOUT RELAY - HAND RESET
86BF/HR BREAKER FAILURE LOCKOUT RELAY - HAND RESET
BFCO BREAKER FAILURE CUTOFF

NO.	REV.	DATE	ENG.	DATE
0	POWER SERVICES, INC. RECORD DRAWING	10/26/15	DKT	
1	52-2 BREAKER RETROFIT	10/11/22	MJW	
2	FOR CLIENT REVIEW	2/27/23	MJW	

PROJECT NAME:	NORTH 230KV POD #4 & 69/15KV SUB #8
DRAWING TITLE:	52-2 CONTROL DC ELEMENTARY DIAGRAM (PANEL NO. 14)

DRAWN BY:	xxx
CHECKED BY:	xxx
APPROVED BY:	xxx
DATE:	09/21/22
SCALE:	NONE
FILE NUMBER:	188XX
SHEET:	

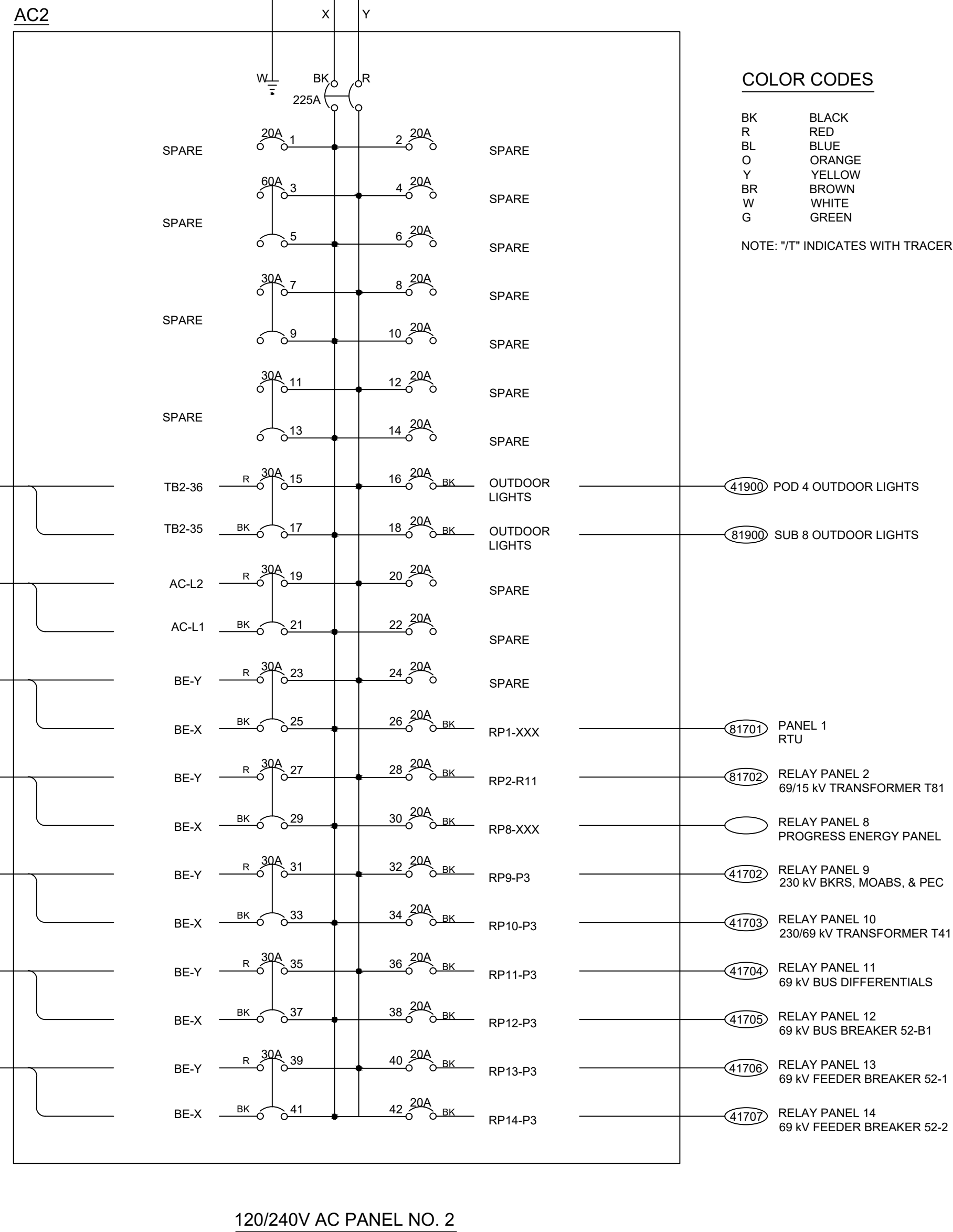
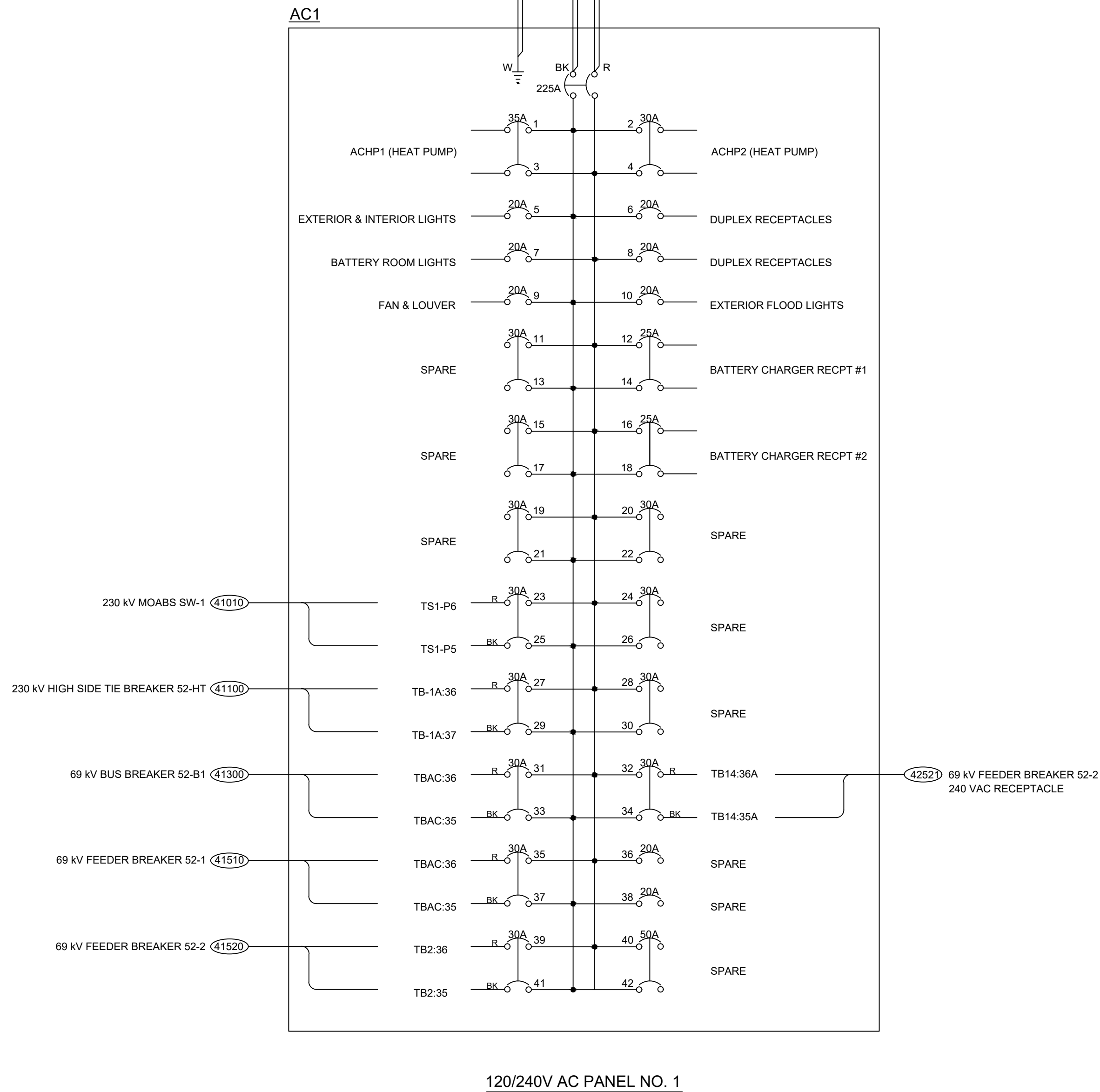
E32



- REVISION NOTES:
1. UPDATED DEVICE TERMINAL POINTS TO MATCH REPLACEMENT SIEMENS BREAKER.
 2. REPLACED TWO EXISTING 20A, SINGLE POLE BREAKERS WITH ONE 50A BREAKER FOR DEDICATED AC SERVICE TO 240VAC BREAKER RECEPTACLE.
 3. REVISED BREAKER 52-2 AC CABLE NOMENCLATURE.

ONLY REVISED PORTIONS OF THE DRAWINGS ARE THE RESPONSIBILITY AND WORK OF BOOTH AND ASSOCIATES, LLC.

PORTIONS OF THE DRAWING OUTSIDE THESE REVISIONS HAVE BEEN INCLUDED FOR COMPLETE DESIGN REPRESENTATION-REFERENCE POWER SERVICES, INC. DRAWING NO. 670R1 FOR ORIGINAL DESIGN INTENT.



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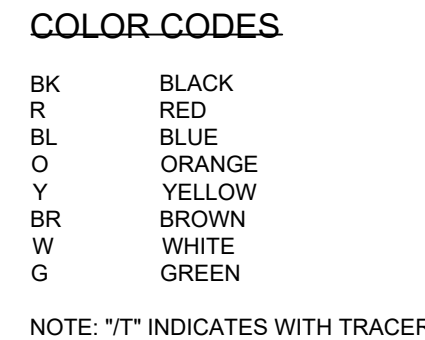
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NO.	DATE	ENG.	REVISIONS
0	10/26/15	DKT	POWER SERVICES, INC. RECORD DRAWING
1	10/11/22	MJW	52-2 BREAKER RETROFIT
2	2/27/23	MJW	FOR CLIENT REVIEW

PROJECT NAME:	NORTH 230kV POD #4 & 69/15kV SUB #8
DRAWING TITLE:	120/240 VAC SYSTEM INTERCONNECTION DIAGRAM

DRAWN BY:	XXX
CHECKED BY:	XXX
APPROVED BY:	XXX
DATE:	09/21/22
SCALE:	NONE
FILE NUMBER:	188XX
SHEET:	

E70



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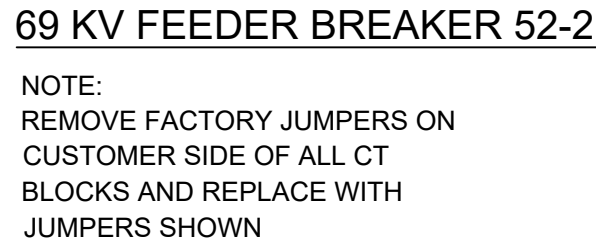
NO.	REVISIONS	ENG.	DATE
0	POWER SERVICES, INC. RECORD DRAWING	DKT	10/26/15
1	52-2 BREAKER RETROFIT	MJM	10/11/22
2	FOR CLIENT REVIEW	MJM	2/27/23

PROJECT NAME: NORTH 230KV POD #4 & 69/15KV SUB #8

DRAWING TITLE: 48VDC SYSTEM INTERCONNECTION DIAGRAM

DRAWN BY:	XXX
CHECKED BY:	XXX
APPROVED BY:	XXX
DATE:	09/21/22
SCALE:	NONE
FILE NUMBER:	188XX
SHEET:	

--



2

Contractor-Furnished **Cable Material List**

APPROVED CABLE
MATERIAL LIST

ITEM NO.	DESCRIPTION	SUPPLIER OR MFR.	CATALOG NO./TYPE
1	<u>SCADA CABLE</u> EPR/CPE shielded multi pair, #18 AWG, 600-volt, stranded tinned copper conductors, flame-retardant Ethylene Propylene Rubber (EPR) insulation, color coded per ICEA Method I: pairs-black/white with alpha numeric designation (1-ONE). Aluminum/ polyester shield and stranded tinned copper drain wire, black sunlight - resistant flame-retardant Chlorinated Polyethylene (CPE) jacket, all per ICEA S-82-552 for Type TC cables. a. One (1) pair overall shield, #18 AWG	General Cable	287650

APPROVED CABLE
MATERIAL LIST
(continued)

ITEM NO.	DESCRIPTION	SUPPLIER OR MFR.	CATALOG NO./TYPE
2	<u>CONTROL CABLE</u> EPR/CPE insulated general purpose control cable, 600-volt, stranded tinned copper conductors, Class B stranding (7 strands), 30 mils flame-retardant Ethylene Propylene Rubber (EPR) insulation color coded per ICEA Method 1, non-hygroscopic fillers with black flame-Retardant Chlorinated Polyethylene (CPE) outer jacket 45 to 80 mils as applicable, all per ICEA S-73-532/NEMA WC 57 for Type TC cables.		
a.	2 conductor, #10 AWG, Color Table E-2, black, red	Anixter	2MR-1002 or equal
b.	4 conductor, #10 AWG, Color Table E-2, black, red, blue, orange	Anixter	2MR-1004 or equal
c.	4 conductor, #16 AWG, Color Table E-2, black, red, blue, orange	Anixter	2MR-1604 or equal
d.	12 conductor, #10 AWG, Color Table E-2, black, red, blue, orange, yellow, brown, red/black, blue/black, orange/black, yellow/black, brown/black, black/red	Anixter	2MR-1012 or equal

APPROVED CABLE
MATERIAL LIST
(continued)

ITEM NO.	DESCRIPTION	SUPPLIER OR MFR.	CATALOG NO./TYPE
3	<u>POWER CABLE</u>		
	EPR/CPE power cable, 600-volt, stranded tinned copper conductors, Class B stranding flame-retardant Ethylene Propylene Rubber (EPR) insulation, color coded per ICEA Method 4 (printed numbers), non-hygroscopic fillers with black flame-retardant Chlorinated Polyethylene (CPE) outer jacket, all per ICEA S-95-658/NEMA WC 70 for Type TC cables.		
a.	3 conductor, #3/0 AWG with #1/0 AWG ground service cable, CU	Southwire	3/0-3/0-3/0-1/0
	EPR/TS-CPE power cable, 60-volt, stranded tinned copper conductors, Class B stranding flame-retardant and sunlight resistant Ethylene Propylene Rubber (EPR) insulation with thermostat CPE (TS-CPE) outer jacket, all per ICEA S-95-658/NEMA WC70. Color code as per application.		
b.	1 conductor, #6 AWG	Anixter	3BE-0601
d.	1 conductor, #2/0 AWG	Anixter	3BE-2021
	EPR power cable, 35kV, MV-105, primary underground distribution EPR cable. Copper phase conductor with 133% insulation level covered by copper tape shield, an ethylene propylene rubber primary insulation or approved equal.		
a.	1 conductor, 750 KCMIL stranded copper	Okonite	115-23-3675
b.	Termination Kit, cold shrink with 2-hole pad	3M or equal	Contractor to Specify

APPROVED CABLE
MATERIAL LIST
(continued)

ITEM NO.	DESCRIPTION	SUPPLIER OR MFR.	CATALOG NO./TYPE
4	<u>FIBER OPTIC CABLE</u>		
a.	Cable and Conduit Schedule Cable Type: SM24 . Corning ALTOS loose tube, OSP, Gel-Free cable. 24 fibers, single-mode (OS2). Each connectorized end requires quantity two (2) Corning Buffer Fan-Out FAN-OD25-12 , outdoor rated part only. Length as required. No substitutions	Corning	024ZU4-T4F22D20
b.	Cable and Conduit Schedule Cable Type: LST6 . Corning Freedm LST, loose tube cable, one buffer tube, 6 fibers, 250 micron, multimode, OM1. Minimum Bend Radius during install is 4.4 inches, during operation 1.5 inches. Maximum tensile strength during install is 30-lbs. Length as required. No substitutions. If pre-terms not spliced, requires Corning Buffer Fan-Out FAN-OD25-06, outdoor rated part only.	Corning	006KSF-T4130D20

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Forms

- a. Material Receipt
- b. Change Order

MATERIALS RECEIPT

OWNER:

CONTRACTOR:

PROJECT NAME:

PROJECT NO.:

DATE:

[illegible]

*Item corresponds with item in list of materials in construction drawings.

CHANGE ORDER NO. _____

OWNER: _____
 CONTRACTOR: _____
 PROJECT NAME: _____
 PROJECT NO.: _____
 DATE: _____

Description of Work Performed:

Reason for Change:

Changes Authorized By:

Owner:	Date:
Contractor:	Date:
Booth & Associates, LLC:	Date:

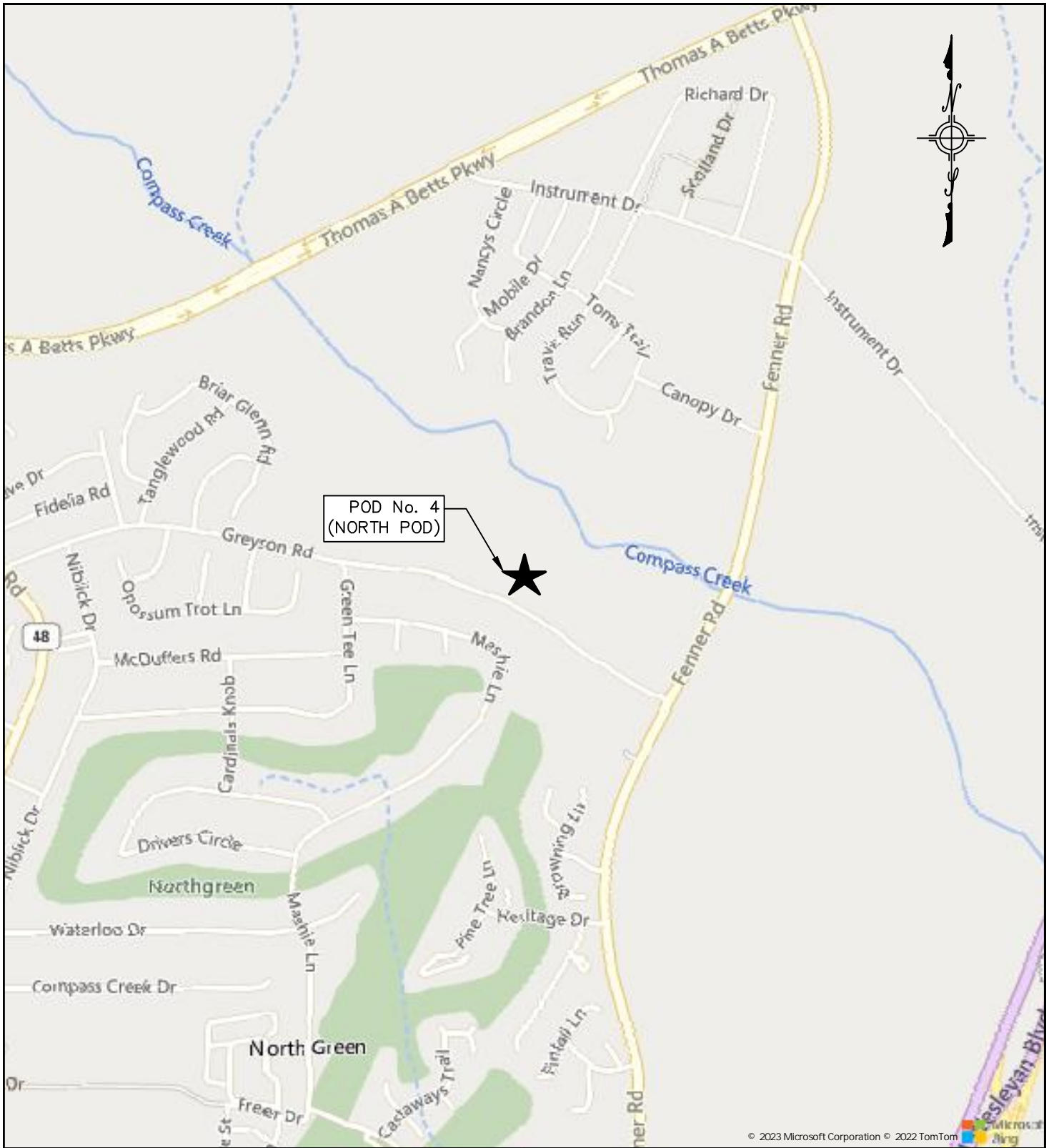
Itemized for Order:

Cost Above

UNIT COSTS				
Description	Quantity	Unit	Unit Cost	Extended Cost
				\$0.00
				\$0.00
TOTAL UNIT COSTS:				\$0.00
LABOR COSTS				
Classification	Name	Base Rate	Total Hours worked Straight/Overtime	Extended Cost
				\$0.00
				\$0.00
TOTAL LABOR COSTS:				\$0.00
MATERIAL COSTS				
Description				Material Cost
TOTAL MATERIAL COSTS				\$0.00
EQUIPMENT COSTS				
Unit No.	Description	Base Rate	Total Hours	Extended Cost
				\$0.00
				\$0.00
TOTAL EQUIPMENT COSTS:				\$0.00
TOTAL COST:				\$0.00

4

Vicinity Map



SITE LOCATION:

817 GREYSON ROAD
 ROCKY MOUNT, NC 27804

CITY OF ROCKY MOUNT
 ROCKY MOUNT, NORTH CAROLINA

POD No. 4 (NORTH POD)
 VICINITY MAP



DWN.	AAI	DATE:	02/24/2023	DWG. NO.
CKD.	EAR	APPD.	MLC	
SCALE:	N.T.S	FILE:	188XXVM	
JOB NO.	—	DATE	REVISION	
©02/2023				VM

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MWBE Affidavits

SUPPLEMENTAL VENDOR INFORMATION

HISTORICALLY UNDERUTILIZED BUSINESSES

Historically Underutilized Businesses (HUBs) consist of minority, women and disabled business firms that are at least fifty-one percent owned and operated by an individual(s) of the categories. Also included in this category are disabled business enterprises and non-profit work centers for the blind and severely disabled.

Pursuant to G.S. 143B-1361(a), 143-48 and 143-128.4, the State invites and encourages participation in this procurement process by businesses owned by minorities, women, disabled, disabled business enterprises and non-profit work centers for the blind and severely disabled. This includes utilizing subcontractors to perform the required functions in this RFP. Any questions concerning NC HUB certification, contact the [North Carolina Office of Historically Underutilized Businesses](#) at (919) 807-2330. The Vendor shall respond to question #1 and #2 below.

- a) Is Vendor a Historically Underutilized Business? ☐ Yes ☐ No
- b) Is Vendor Certified with North Carolina as a Historically Underutilized Business? ☐ Yes ☐ No

If so, state HUB classification: _____

CONTRACTOR REGISTRATION

New vendors must complete a vendor registration form using the link below. If you are a current vendor that has not completed the online vendor registration also complete the form. Once registration is complete email a copy of your W9 and E-Verify Affidavit to the contact person listed on the coversheet.

<https://rockymountnc.gov/services-finance-vendor-registration/>

HOW TO DO BUSINESS WITH THE CITY OF ROCKY MOUNT

Becoming a Vendor <https://youtu.be/MGOjZxl4iQc>

Competing in the Bid Process <https://youtu.be/yy8dYzPOCUs>

Purchase Order, Payment and Performance <https://youtu.be/wA5zVTizZQM>

4.4 MINORITY BUSINESS PARTICIPATION

The Bidder has the responsibility to make a good faith effort to solicit minority proposals and to attain the aspirational ten percent (10%) goal. We encourage all Bidders even MWBE/HUBs to obtain the aspirational goal where sub-contracting and supplier opportunities exist. Use the table below to note the MWBE businesses that will be used as suppliers or subcontractors for this contract.

MWBE FIRM	OWNERSHIP STATUS	ADDRESS	WORK TYPE

If the goal of 10% participation by HUB Certified or minority businesses is not achieved, the Bidder shall provide the following documentation to the City of his/her good faith efforts:

Examples of documentation that may be required to demonstrate the Bidder's good faith efforts to meet the goals set forth in these provisions include, but are not necessarily limited to, the following:

- a) Copies of solicitations for quotes to at least three (3) minority business firms from the source list provided by the State for each subcontract to be let under this contract (if 3 or more firms are shown on the source list). Each solicitation shall contain a specific description of the work to be subcontracted, location where bid documents can be reviewed, representative of the Prime Bidder to contact, and location, date and time when quotes must be received.
- b) Copies of quotes or responses received from each MWBE responding to the solicitation.
- c) A telephone log of follow-up calls to each firm sent a solicitation.
- d) For subcontracts where a minority business is not considered the lowest responsible sub-bidder, copies of quotes received from all firms submitting quotes for that particular subcontract.
- e) Documentation of any contacts or correspondence to minority business, community, or contractor organizations in an attempt to meet the goal.
- f) Copy of pre-bid roster
- g) Letter documenting efforts to provide assistance in obtaining required bonding or insurance for minority business.
- h) Letter detailing reasons for rejection of minority business.
- i) Letter documenting proposed assistance offered to minority business in need of equipment, loan capital, lines of credit, or joint pay agreements to secure loans, supplies, or letter of credit, including waiving credit that is ordinarily required.

Failure to provide the documentation as listed in these provisions may result in a non-responsive bid.

ATTACHMENT G: PROPOSED PRODUCTS FORM

No.	Item	Proposed Product(s)	Supplier Names & Addresses
1			
2			
3			
4			
5			

CERTIFICATION BY PRIME CONTRACTOR:

Each supplier listed above has established his ability and responsibility to supply the specified materials in accordance with the Contract Documents.

Contractor

By: _____ Date: _____
Signature & Title

Approved: CITY OF ROCKY MOUNT

By: _____ Date: _____
City of Rocky Mount